



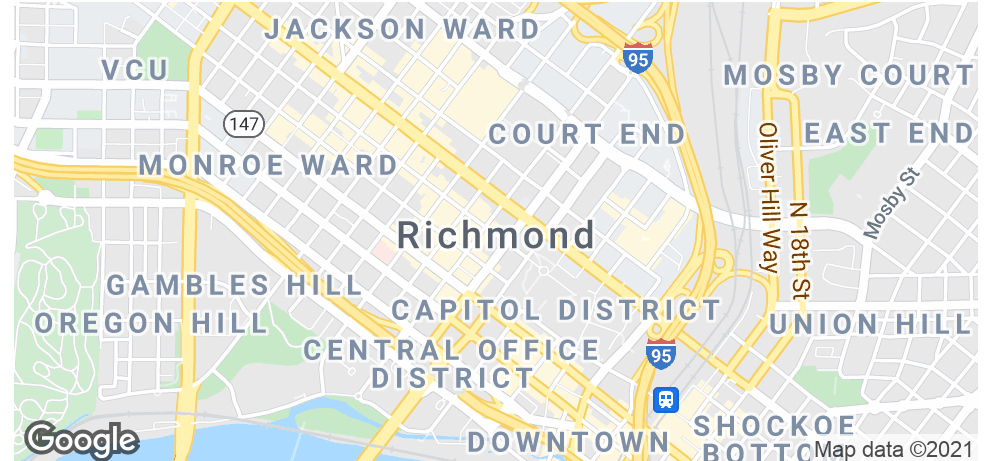
PUBLIC AUCTION - 61 CITY OF RICHMOND, VA TAX DELINQUENT PROPERTIES - AREAS 10, 30, 50, & 60

RICHMOND, VA

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Property Summary



OFFERING SUMMARY

Sale Date & Time: Wed. Feb. 21, 2018
Doors Open @ 3 PM
Auction Starts @ 4 PM

Sale Location: 3600 Deepwater
Terminal Rd.,
Richmond, VA 23234

Townhouses: 4

Multi-Family Buildings: 3

Commercial Lots: 2

Duplex: 1

PROPERTY OVERVIEW

Development Opportunities in Church Hill, Manchester, Fan District, Southside, East End & More! - Online & Mobile Bidding Now Available - Live Auction Held at Motleys Auction Headquarters: 3600 Deepwater Terminal Rd., Richmond, VA 23234.

PROPERTY HIGHLIGHTS

- Public Auction [Bid Online or In-Person]
- Thirty Seven (37) Single Family Homes
- Fourteen (14) Residential Lots
- Four (4) Townhouses
- Three (3) Multi-Family Buildings
- Two (2) Commercial Lots
- One (1) Duplex
- For More Information, Please Call the City Tax Sale Hotline @ (804) 655-2415

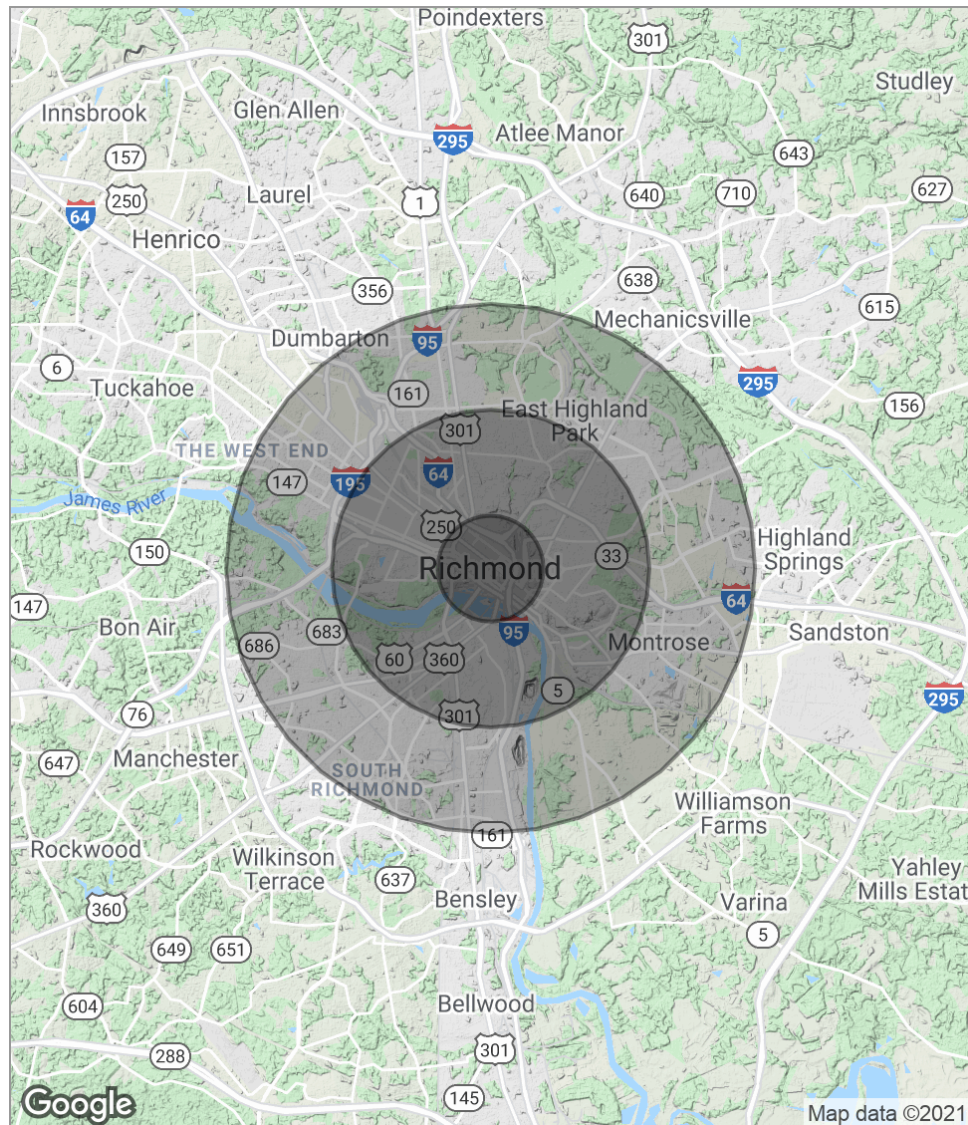
Additional Photos



Map Of Richmond



Demographics Map



POPULATION	1 MILE	3 MILES	5 MILES
Total population	15,679	123,371	238,902
Median age	25.0	31.6	33.7
Median age [Male]	24.5	30.4	31.8
Median age [Female]	25.8	32.8	35.1
HOUSEHOLDS & INCOME	1 MILE	3 MILES	5 MILES
Total households	6,822	49,586	99,683
# of persons per HH	2.3	2.5	2.4
Average HH income	\$37,129	\$48,183	\$53,224
Average house value	\$159,792	\$225,152	\$224,858

* Demographic data derived from 2010 US Census

February 2018 Richmond City Tax Delinquent Sale – Property List

Lot #	Address	Area #	Area Name	Property Type	Zoning	AC +/-	SF +/-	Beds/Baths +/-	Year Built	2018 Tax Assessment
1	6421 Glyndon Ln. B, Richmond, VA, 23225	60	Gravel Hill	Lot	R-2	1.500	N/A	N/A	N/A	\$14,000
	6421 Glyndon Ln. C, Richmond, VA, 23225	60	Gravel Hill	Lot	R-2	1.500	N/A	N/A	N/A	\$15,000
2	124 E. 18th St., Richmond, VA 23224	60	Blackwell North	Lot	R-7	0.084	N/A	N/A	N/A	\$17,000
3	1424-1426 Bainbridge St., Richmond, VA 23224	60	Manchester	Multi-Family (4 Units)	R-63	0.213	6,339	0/0	1916	\$242,000
4	1307 Minefee St., Richmond, VA 23224	50	Bellemeade	Townhouse	R-6	0.093	896	2/1	1971	\$15,000
5	1418 Minefee St., Richmond, VA 23224	50	Bellemeade	House	R-5	0.178	842	2/1	1950	\$18,000
6	1326 Drewry St., Richmond, VA, 23224	50	Bellemeade	Townhouse	R-6	0.037	896	2/1	1971	\$22,000
7	2914 Decatur St., Richmond, VA, 23224	50	Swansboro	House	R-5	0.119	1,390	2/1	1925	\$28,000
8	2216 Royall Ave., Richmond, VA 23224	50	Bellemeade	House	R-5	0.157	904	2/1	1939	\$35,000
9	223 E. 15th St., Richmond, VA 23224	50	Blackwell North	Townhouse	R-7	0.040	1224	2/1	1918	\$37,000
10	2414 Ruffin Rd., Richmond, VA 23234	50	Jefferson Davis	House	R-4	0.166	1,036	3/1	1950	\$42,000
11	3422 Keighly Rd., Richmond, VA 23234	50	Jefferson Davis	House	R-4	0.193	1,425	2/1	1948	\$52,000
12	1513 Hopkins Rd., Richmond, VA 23224	50	Mcguire	House	R-4	0.335	1,554	4/2	1947	\$63,000
13	1941-1947 Powell Rd., Richmond, VA 23224	50	South Garden	House (2 Structures)	R-4	2.770	#1 - 1,052 #2 - 860	#1 - 3/0 #2 - 1/1	1950	\$99,000
14	3516 Belt Blvd., Richmond, VA 23234	50	Broad Rock	House	R-4	1.602	1,406	3/2	1940	\$132,000
15	4 E. Bacon St., Richmond, VA 23222	30	Gilpin	Lot	M-2	0.041	N/A	N/A	N/A	\$3,000

February 2018 Richmond City Tax Delinquent Sale – Property List

16	16 E. Bacon St., Richmond, VA 23222	30	Gilpin	Lot	M-2	0.050	N/A	N/A	N/A	\$3,000
17	1701 Magnolia St., Richmond, VA 23222	30	Chestnut Hill	Lot	R-6	0.082	N/A	N/A	N/A	\$15,000
18	2920 Garland Ave., Richmond, VA 23222	30	Brookland Park	Lot	R-6	0.103	N/A	N/A	N/A	\$40,000
19	3505 Garland Ave., Richmond, VA 23222	30	Edgewood	House	R-5	0.179	1,428	3/1	1949	\$69,000
20	3121 Cliff Ave., Richmond, VA 23222	30	Brookland Park	House	R-5	0.143	1,358	0/1.5	1924	\$51,000
21	207 Minor St., Richmond, VA 23222	30	Barton Heights	Duplex	R-6	0.064	1,970	4/2	1920	\$53,000
22	800 Akron St., Richmond, VA 23222	30	Washington Park	House	R-5	0.079	719	2/1	1963	\$58,000
23	710 Oak Park Ave., Richmond, VA 23222	30	Washington Park	House	R-5	0.079	1,309	3/1	1925	\$66,000
24	3214 2nd Ave., Richmond, VA 23222	30	North Highland Park	House	R-6	0.112	1,680	0/0	1900	\$71,000
25	3310 2nd Ave., Richmond, VA 23222	30	North Highland Park	House	R-6	0.225	2,288	4/0	1910	\$67,000
26	1701 3rd Ave., Richmond, VA 23222	30	Highland Park	Lot	R-6	0.225	N/A	N/A	N/A	\$27,000
27	2208 3rd Ave., Richmond, VA 23222	30	Highland Park	House	R-6	0.289	2,922	5/2	1920	\$70,000
28	2304 4th Ave., Richmond, VA 23222	30	Highland Park	House	R-6	0.096	1,624	3/2	1920	\$86,000
29	3125 4th Ave., Richmond, VA 23222	30	Highland Park	House	R-6	0.086	1,596	0/1	1920	\$39,000
30	3301 4th Ave., Richmond, VA 23222	30	Highland Park	House	R-6	0.123	1,183	3/1	1928	\$38,000
31	3306 5th Ave., Richmond, VA 23222	30	Highland Park	Lot	R-6	0.143	N/A	N/A	N/A	\$15,000
32	3126 Alvis Ave., Richmond, VA 23222	30	Brookland Park	House	R-5	0.143	1,050	0/1	1946	\$85,000

February 2018 Richmond City Tax Delinquent Sale – Property List

33	2111 Barton Ave., Richmond, VA 23222	30	Barton Heights	House	R-6	0.135	1,728	4/2	1924	\$115,000
34	3210 Barton Ave., Richmond, VA 23222	30	Brookland Park	House	R-6	0.149	2,036	3/1	1925	\$87,000
35	9 Overbrook Rd., Richmond, VA 23222	30	Battery Park	House	R-6	0.112	2,060	3/1	1920	\$100,000
36	3611 Edgewood Ave., Richmond, VA 23222	30	Wrights Park	House	R-4	0.172	1,013	3/1	1957	\$102,000
37	2509 North Ave., Richmond, VA 23222	30	Brookland Park	House	R-6	0.170	1,758	3/2	1929	\$146,000
38	WITHDRAWN -2606 North Ave., Richmond, VA 23222	30	Battery Park	House	R-6	0.145	2,358	3/2	1921	\$126,000
39	2109 Y St., Richmond, VA 23223	10	East End/Brauers	Lot	R-5	0.092	N/A	N/A	N/A	\$18,000
40	962 Pink St., Richmond, VA 23223	10	Church Hill	Lot	R-63	0.065	N/A	N/A	N/A	\$20,000
41	964 Pink St., Richmond, VA 23223	10	Church Hill	Lot	R-63	0.064	N/A	N/A	N/A	\$20,000
42	1606 N. 21st St., Richmond, VA 23223	10	East End/Brauers	House	R-6	0.161	1,140	3/1	1940	\$60,000
43	1807 N. 21st St., Richmond, VA 23223	10	East End/Brauers	House	R-5	0.143	1,504	3/2	1925	\$35,000
44	1412 N. 22nd St., Richmond, VA 23223	10	East End/Brauers	House	R-6	0.066	1,232	4/0	1900	\$29,000
45	WITHDRAWN -1416 N. 22nd St., Richmond, VA 23223	10	East End/Brauers	House	R-6	0.064	1,194	3/1	1900	\$56,000
46	1412 N. 23rd St., Richmond, VA 23223	10	East End/Brauers	Lot	R-6	0.066	N/A	N/A	N/A	\$20,000
47	608 N. 29th St., Richmond, VA 23223	10	Church Hill North	Lot	R-63	0.021	N/A	N/A	N/A	\$23,000
48	1511 N. 29th St., Richmond, VA 23223	10	Church Hill North	Lot	R-5	0.152	N/A	N/A	N/A	\$18,000
49	1008 N. 35th St., Richmond, VA 23223	10	East End/Oakwood	House	R-5	0.172	1,628	3/1	1915	\$109,000

February 2018 Richmond City Tax Delinquent Sale – Property List

50	1210 N. 35th St., Richmond, VA 23223	10	East End/Oakwood	House	R-5	0.086	1,430	3/1	1920	\$77,000
51	2307 Carrington St., Richmond, VA 23223	10	Church Hill Central	Lot	R-63	0.044	N/A	N/A	N/A	\$20,000
52	2511 Whitcomb St., Richmond, VA 23223	10	Whitcomb	House	R-5	0.112	942	3/1	1957	\$34,000
53	1428 Oakwood Ave., Richmond, VA 23223	10	East End/Oakwood	House	R-5	0.073	784	2/1	1924	\$35,000
54	WITHDRAWN -1909 Chelsea St., Richmond, VA 23223	10	Whitcomb	House	R-5	0.110	624	3/1	1946	\$38,000
55	2115 Ford Ave., Richmond, VA 23223	10	Whitcomb	House	R-5	0.137	1,156	3/1	1900	\$46,000
56	2708 Selden St., Richmond, VA 23223	10	Creighton	House	R-5	0.198	1,372	3/2	1976	\$68,000
57	1400 Melton Ave., Richmond, VA 23223	10	East End/Oakwood	House	R-5	0.072	1,160	2/1	1926	\$77,000
58	112 S. Colonial Ave., Richmond, VA 23221	10	Carytown	Lot	R-6	0.064	N/A	N/A	N/A	\$80,000
59	805 W. Clay St., Richmond, VA 23220	10	Carver	Townhouse	R-7	0.058	1,880	3/1	1900	\$124,000
60	WITHDRAWN -2327 Grove Ave., Richmond, VA 23220	10	Fan District	Multi-Family (5 Units)	R-6	0.165	5,221	0/5	1908	\$554,000
61	2110-2112 Redd St., Richmond, VA 23223	10	Mosby Court	Multi-Family (36 Units)	R-53	1.105	23,706	72/36	1964	\$720,000
CONSIGNMENT PROPERTIES										
62	3104 E. Broad St., Richmond, VA 23223	10	East End	House	R-6	0.082	2,530	3/2.5	1900	\$271,000
63	9324 Jefferson Davis Hwy., North Chesterfield, VA 23237	52	North Chesterfield	Lot	C-3	0.849	N/A	N/A	N/A	\$147,900
	9532 Jefferson Davis Hwy., North Chesterfield, VA 23237	52	North Chesterfield	Lot	R-7	1.000	N/A	N/A	N/A	\$37,800
64	607 Masonic Ln., Richmond, VA 23223	42	Windsor Place	House (\$13,140/YR.)	R-4	0.215	1,002	4/2	1956	\$74,800

February 2018 Richmond City Tax Delinquent Sale – Property List

65	4514 Nine Mile Rd., Richmond, VA 23223	42	Windsor Place	House (\$17,100/YR.)	R-4	0.550	1,905	5/3	1942	\$120,900
66	1109 N. 32nd St., Richmond, VA 23223	10	Oakwood	House (\$13,140/YR.)	R-6	0.093	1,202	3/2	2008	\$113,000
67	1321 N. 34th St., Richmond, VA 23223	10	Oakwood	House (\$13,320/YR.)	R-5	0.108	1,542	3/2	2007	\$152,000
68	00 Tidewater Trl., Rappahannock Academy, VA	N/A	Caroline County	Lot	RP	4.640	N/A	N/A	N/A	\$48,740
69	00 Princess Anne Rd., Virginia Beach, VA 23453	N/A	Princess Anne	Lot	R-7.5	0.186	N/A	N/A	N/A	\$14,900
70	20100 Stonewood Manor Dr., Petersburg, VA 23803	54	Matoaca	Development	R-7	8.329	N/A	N/A	N/A	\$66,000
	20101 Stonewood Manor Dr., Petersburg, VA 23803	54	Matoaca	Development	R-9	7.277	N/A	N/A	N/A	\$31,500
71	3207 Enslow Ave., Richmond, VA 23222	30	North Highland Park	Lot	R-6	0.112	N/A	N/A	N/A	\$15,000
72	514 St. Matthew St., Petersburg, VA 23803	57	Delectable Heights	House	R-2	0.164	936	3/1.5	1976	\$56,600
73	603-605 St. Mark St., Petersburg, VA 23803	57	Myers	Duplex (Unit 603 - \$4,800/YR.)	R-2	0.097	1,720	4/2	1931	\$57,400
74	607-609 St. Mark St., Petersburg, VA 23803	57	Myers	Duplex	R-2	0.097	1,720	4/2	1931	\$57,400
75	3300 3rd Ave. aka 1310 Pollock St., Richmond, VA 23222	30	North Highland Park	Duplex (\$19,200/YR.)	R-6	0.225	1,728	6/2	1988	\$113,000

Lot 1 – 6421 Glyndon Ln. B & 6421 Glyndon Ln. C to be offered as one lot and must be sold together.

Lot 63 – 9324 & 9532 Jefferson Davis Hwy. to be offered as one lot and must be sold together.

Lot 70 – 20100 & 20101 Stonewood Manor Dr. to be offered as one lot and must be sold together.

DIVISION 3. R-2 SINGLE-FAMILY RESIDENTIAL DISTRICT

Sec. 30-404.1. Permitted principal uses.

Any principal use permitted in the R-1 district as set forth in section 30-402.1 shall be permitted in the R-2 single-family residential district.

Sec. 30-404.2. Permitted accessory uses and structures.

Any accessory use or structure permitted in the R-1 district as set forth in section 30-402.2 shall be permitted in the R-2 single-family residential district.

Sec. 30-404.4. Lot area and width.

Single-family dwellings in the R-2 single-family residential district shall be located on lots of not less than 15,000 square feet in area with a width of not less than 90 feet (see article VI, division 3, of this chapter).

Sec. 30-404.5. Yards.

Yard regulations in the R-2 single-family residential district shall be as follows:

- (1) *Front yard.* There shall be a front yard with a depth of not less than 30 feet (see article VI, division 4, of this chapter).
- (2) *Side yards.* There shall be side yards not less than nine feet in width (see article VI, division 4, of this chapter).
- (3) *Rear yard.* There shall be a rear yard with a depth of not less than nine feet (see article VI, division 4, of this chapter).

Sec. 30-404.6. Lot coverage.

Maximum lot coverage in the R-2 single-family residential district shall not exceed 25 percent of the area of the lot.

Sec. 30-404.7. Height.

No building or structure in the R-2 single-family residential district shall exceed 35 feet in height (see article VI, division 6, of this chapter).

DIVISION 5. R-4 SINGLE-FAMILY RESIDENTIAL DISTRICT

Sec. 30-408.1. Permitted principal uses.

Any principal use in the R-1 district as set forth in section 30-402.1 shall be permitted in the R-4 single-family residential district.

Sec. 30-408.2. Permitted accessory uses and structures.

Any accessory use or structure permitted in the R-1 district as set forth in section 30-402.2 shall be permitted in the R-4 single-family residential district.

Sec. 30-408.4. Lot area and width.

Single-family dwellings in the R-4 single-family residential district shall be located on lots of not less than 7,500 square feet in area with a width of not less than 60 feet (see article VI, division 3, of this chapter).

Sec. 30-408.5. Yards.

Yard regulations in the R-4 single-family residential district shall be as follows:

- (1) *Front yard.* There shall be a front yard with a depth of not less than 25 feet (see article VI, division 4, of this chapter).
- (2) *Side yards.* There shall be side yards of not less than six feet in width (see article VI, division 4, of this chapter).
- (3) *Rear yard.* There shall be a rear yard with a depth of not less than six feet (see article VI, division 4, of this chapter).

Sec. 30-408.6. Lot coverage.

Maximum lot coverage in the R-4 single-family residential district shall not exceed 30 percent of the area of the lot.

Sec. 30-408.7. Height.

No building or structure in the R-4 single-family residential district shall exceed 35 feet in height (see article VI, division 6, of this chapter).

DIVISION 6. R-5 SINGLE-FAMILY RESIDENTIAL DISTRICT

Sec. 30-410.1. Permitted principal uses.

Any principal use permitted in the R-1 district as set forth in section 30-402.1 shall be permitted in the R-5 single-family residential district.

Sec. 30-410.2. Permitted accessory uses and structures.

Any accessory use or structure permitted in the R-1 district as set forth in section 30-402.2 shall be permitted in the R-5 single-family residential district.

Sec. 30-410.4. Lot area and width.

Single-family dwellings in the R-5 single-family residential district shall be located on lots of not less than 6,000 square feet in area with a width of not less than 50 feet (see article VI, division 3, of this chapter).

Sec. 30-410.5. Yards.

Yard regulations in the R-5 single-family residential district shall be as follows:

- (1) *Front yard.* There shall be a front yard with a depth of not less than 25 feet (see article VI, division 4, of this chapter).
- (2) *Side yards.* There shall be side yards of not less than five feet in width (see article VI, division 4, of this chapter).
- (3) *Rear yard.* There shall be a rear yard with a depth of not less than five feet (see article VI, division 4, of this chapter).

Sec. 30-410.6. Lot coverage.

Maximum lot coverage in the R-5 single-family residential district shall not exceed 35 percent of the area of the lot.

Sec. 30-410.7. Height.

No building or structure in the R-5 single-family residential district shall exceed 35 feet in height (see article VI, division 6, of this chapter).

DIVISION 7. R-6 SINGLE-FAMILY ATTACHED RESIDENTIAL DISTRICT

Sec. 30-412.1. Permitted principal uses.

The following uses of buildings and premises shall be permitted in the R-6 district:

- (1) Any principal use permitted in the R-1 district as set forth in section 30-402.1;
- (2) Single-family attached dwellings and uses and structures customarily incidental to attached dwelling developments, provided that:
 - a. Appropriate agreements and covenants approved by the city attorney provide for the perpetuation and maintenance of all areas to be held in common ownership by property owners within such developments;
 - b. Architectural variations shall be provided among units within any series of more than four units;
 - c. A plan of development shall be required as set forth in article X of this chapter for any development with three or more newly constructed single-family attached dwellings;
- (3) Two-family detached dwellings;
- (4) Two-family attached dwellings lawfully existing prior to the effective date of this section.

(Code 1993, § 32-412.1; Ord. No. 2004-180-167, § 1, 6-28-2004; Ord. No. 2007-338-2008-11, § 1, 1-14-2008)

Sec. 30-412.2. Permitted accessory uses and structures.

Accessory uses and structures, including the following, which are customarily incidental and clearly subordinate to permitted principal uses shall be permitted in the R-6 single-family attached residential district (see article VI, division 9, of this chapter):

- (1) Any accessory use or structure permitted in the R-1 district as set forth in section 30-402.2.
- (2) One dwelling unit located in an accessory building, containing two or more stories, which is existing at the effective date of the ordinance from which this subsection is derived and which is located on the same lot as a single-family dwelling, provided that:
 - a. The single-family dwelling shall not contain any accessory lodging units;
 - b. There shall be no enlargement of the accessory building, except for ingress or egress improvements required by the Virginia Uniform Statewide Building Code;
 - c. The lot shall meet the lot area requirement for a two-family dwelling;
 - d. One off-street parking space shall be provided for the additional dwelling unit; and
 - e. Access to the accessory building shall be provided in accordance with requirements of the department of public works and department of fire and emergency services.

Sec. 30-412.4. Lot area and width; density; unit width.

Lot area and width regulations in the R-6 single-family attached residential district shall be as follows:

(1) *Single-family detached dwellings.* Single-family detached dwellings shall be located on lots of not less than 5,000 square feet in area with a width of not less than 50 feet (see article VI, division 3, of this chapter).

(2) *Single-family attached dwellings.* Density, lot area and unit width for single-family attached dwellings shall be as follows:

a. *Density.* The average density within a development site shall not exceed ten dwelling units per acre (see the definition of the term “dwelling, multifamily” in section 30-1220).

b. *Lot area.* Single-family attached dwellings shall be located on lots of not less than 2,200 square feet in area, provided that such area may be reduced when an area equivalent to such reduction is provided in common ownership elsewhere on the development site and is accessible to residents of the lots so reduced in area and is available for their use. Each lot reduced to less than 2,200 square feet in area shall be provided with a private yard adjoining the dwelling unit and containing not less than 500 square feet of usable open space.

c. *Unit width.* No individual attached dwelling unit shall be less than 16 feet in width, provided that the average width of all units attached within a series shall be not less than 20 feet.

(3) *Two-family attached and detached dwellings.* Two-family attached and detached dwellings shall be located on lots of not less than 6,000 square feet in area with a width of not less than 50 feet (see article VI, division 3, of this chapter).

Sec. 30-412.5. Yards.

Yard regulations in the R-6 single-family attached residential district shall be as follows:

(1) *Uses other than attached dwellings.* Yards for uses other than attached dwellings shall be as follows:

a. *Front yard.* There shall be a front yard with a depth of not less than 15 feet (see article VI, division 4, of this chapter).

b. *Side yards.* There shall be side yards of not less than five feet in width (see article VI, division 4, of this chapter).

c. *Rear yard.* There shall be a rear yard with a depth of not less than five feet (see article VI, division 4, of this chapter and section 30-680.1).

(2) *Single-family and two-family attached dwellings and buildings accessory thereto.* Yards for single-family and two-family attached dwellings and buildings accessory thereto shall be as follows:

a. *Front yard.* There shall be a front yard with a depth of not less than 15 feet adjacent to public streets, private streets, parking areas and common spaces (see article VI, division 4, of this chapter).

b. *Side yard.* There shall be side yards of not less than three feet in width except where buildings are attached. There shall be a side yard of not less than ten feet in width at each end of a series of attached units (see section 30-620.1(d) and article VI, division 4, of this chapter).

c. *Rear yard.* There shall be a rear yard with a depth of not less than five feet (see article VI, division 4, of this chapter and section 30-680.1).

(Code 1993, § 32-412.5; Ord. No. 2007-338-2008-11, § 1, 1-14-2008)

Sec. 30-412.6. Lot coverage.

Lot coverage in the R-6 single-family attached residential district shall not exceed 55 percent of the area of the lot.

Sec. 30-412.7. Driveways from streets.

No driveway intersecting a street shall be permitted on a lot devoted to dwelling use when alley access is available to serve such lot. In the case of a corner lot, no such driveway shall be permitted intersecting a street which constitutes the principal street frontage of a lot when other street frontage or alley access is available to serve the lot. Permitted driveways within front yards of single-family and two-family dwellings shall not exceed nine feet in width.

(Code 1993, § 32-412.7; Ord. No. 2010-18-30, § 1, 2-22-2010)

[**Editor's Note:** Ord. No. 2004-180-167, § 2, adopted June 28, 2004, repealed § 30-412.7, which pertained to number of attached dwellings in series and derived from Code 1993, § 32-412.7.]

Sec. 30-412.8. Height.

No building or structure in the R-6 single-family attached residential district shall exceed 35 feet in height (see article VI, division 6, of this chapter and section 30-680.1).

DIVISION 7.1. R-7 SINGLE- AND TWO-FAMILY URBAN RESIDENTIAL DISTRICT

Sec. 30-413.1. Intent of district.

Pursuant to the general purposes of this chapter, the intent of the R-7 single- and two-family urban residential district is to preserve and enhance the established character of older urban residential neighborhoods in the inner areas of the city. The district regulations are designed to reflect the urban nature of such neighborhoods as characterized by a mixture of detached and attached single- and two-family dwellings situated on small lots with narrow yards and modest setbacks. The district regulations, together with the supplemental regulations of this chapter, are intended to encourage continued improvement and efficient use of existing residential buildings and their accessory structures, while ensuring that infill development will be compatible with the established character.

Sec. 30-413.2. Permitted principal uses.

The following uses of buildings and premises shall be permitted in the R-7 district:

- (1) Any principal use permitted in the R-1 district as set forth in section 30-402.1;
- (2) Single-family attached dwellings, provided that:
 - a. Appropriate agreements and covenants approved by the city attorney provide for the perpetuation and maintenance of all areas to be held in common ownership by property owners within such developments;
 - b. Not more than four dwelling units shall be attached laterally in a series, provided that this provision shall not be applicable in the case of dwelling units existing on the effective date of the ordinance;
 - c. A plan of development shall be required as set forth in article X of this chapter for any development with three or more newly constructed single-family attached dwellings;
- (3) Two-family detached dwellings;
- (4) Two-family attached dwellings lawfully existing prior to the effective date of this section.

(Code 1993, § 32-413.2; Ord. No. 2004-180-167, § 1, 6-28-2004; Ord. No. 2007-338-2008-11, § 1, 1-14-2008)

Sec. 30-413.3. Permitted accessory uses and structures.

Accessory uses and structures, including the following, which are customarily incidental and clearly subordinate to permitted principal uses shall be permitted in the R-7 single- and two-family urban residential district (see article VI, division 9, of this chapter):

- (1) Any accessory use or structure permitted in the R-1 district as set forth in section 30-402.2.
- (2) One dwelling unit located in an accessory building, containing two or more stories, which is existing at the effective date of the ordinance from which this subsection is derived and which is located on the same lot as a single-family dwelling, provided that:
 - a. The single-family dwelling shall not contain any accessory lodging units;
 - b. There shall be no enlargement of the accessory building, except for ingress or egress improvements required by the Virginia Uniform Statewide Building Code;
 - c. The lot shall meet the lot area requirement for a two-family dwelling;
 - d. One off-street parking space shall be provided for the additional dwelling unit; and
 - e. Access to the accessory building shall be provided in accordance with requirements of the department of public works and department of fire and emergency services.

Sec. 30-413.5. Lot area and lot width.

Lot area and lot width regulations in the R-7 single- and two-family urban residential district shall be as follows (see article VI, division 3, of this chapter):

- (1) *Single-family detached dwellings.* Single-family detached dwellings shall be located on lots of not less than 3,600 square feet in area with a width of not less than 30 feet.
- (2) *Single-family attached dwellings.* Single-family attached dwellings shall be located on lots of not less than 2,200 square feet in area. Lot width shall be not less than 18 feet, except that the width of any lot at the end of a series of attached units shall be not less than 21 feet.
- (3) *Two-family detached dwellings.* Two-family detached dwellings shall be located on lots of not less than 4,400 square feet in area with a width of not less than 42 feet.
- (4) *Two-family attached dwellings.* Two-family attached dwellings shall be located on lots of not less than 4,400 square feet in area with a width of not less than 36 feet.

Sec. 30-413.6. Yards.

Yard regulations in the R-7 single- and two-family urban residential district shall be as follows:

(1) *Front yard.* There shall be a front yard with a depth of not less than 15 feet (see article VI, division 4, of this chapter).

(2) *Side yards.* Side yards shall be provided as follows:

a. *Dwelling uses and buildings accessory thereto.* There shall be side yards of not less than three feet in width except where buildings are attached (see article VI, division 4, of this chapter).

b. *All other uses and buildings.* There shall be side yards of not less than five feet in width (see article VI, division 4, of this chapter).

(3) *Rear yard.* There shall be a rear yard with a depth of not less than five feet (see article VI, division 4, of this chapter and section 30-680.1).

Sec. 30-413.7. Lot coverage.

Lot coverage in an R-7 single- and two-family urban residential district shall not exceed 55 percent of the area of the lot.

Sec. 30-413.8. Driveways from streets.

No driveway intersecting a street shall be permitted on a lot devoted to dwelling use when alley access is available to serve such lot. In the case of a corner lot, no such driveway shall be permitted intersecting a street which constitutes the principal street frontage of a lot when other street frontage or alley access is available to serve the lot. Permitted driveways within front yards of single-family and two-family dwellings shall not exceed nine feet in width.

(Code 1993, § 32-413.8; Ord. No. 2010-18-30, § 2, 2-22-2010)

[**Editor's Note:** Ord. No. 2004-180-167, § 2, adopted June 28, 2004, repealed § 30-413.8, which pertained to additional provisions for attached dwellings and derived from Code 1993, § 32-413.8.]

Sec. 30-413.9. Height.

No building or structure in an R-7 single- and two-family urban residential district shall exceed 35 feet in height (see article VI, division 6, of this chapter and section 30-680.1).

DIVISION 10. R-53 MULTIFAMILY RESIDENTIAL DISTRICT

Sec. 30-418.1. Permitted principal uses.

The following uses of buildings and premises shall be permitted in the R-53 district:

- (1) Any principal use permitted in the R-1 district as set forth in section 30-402.1;
- (2) Single-family attached dwellings and uses and structures customarily incidental to attached dwelling developments, provided that:
 - a. Appropriate agreements and covenants approved by the city attorney provide for the perpetuation and maintenance of all areas to be held in common ownership by property owners within such developments;
 - b. Architectural variations shall be provided among units within any series of more than four units;
 - c. A plan of development shall be required as set forth in article X of this chapter for any development with three or more newly constructed single-family attached dwellings;
- (3) Two-family dwellings, provided that when more than one main building is to be located on a lot, a plan of development shall be required as set forth in article X of this chapter;
- (4) Multifamily dwellings, provided that when more than one main building or more than ten dwelling units are to be located on a lot, a plan of development shall be required as set forth in article X of this chapter;
- (5) Day nurseries, provided that:
 - a. A minimum outdoor play area of 100 square feet for each child enrolled shall be furnished on the premises, but not within a required front yard;
 - b. The play area shall be enclosed with a continuous opaque structural fence or wall not less than four feet in height, and such fence or wall shall not be located within a required front yard;
 - c. No play equipment or structure shall be located within a front yard or a required side yard;
- (6) Tourist homes situated on federal highways;
- (7) Parking areas serving uses permitted in this district, provided that any card reader or other access control device at an entrance to a parking area shall be provided with not less than one stacking space situated off the public right-of-way;
- (8) Adult day care facilities.

(Code 1993, § 32-418.1; Ord. No. 2004-180-167, § 1, 6-28-2004; Ord. No. 2007-338-2008-11, § 1, 1-14-2008)

Sec. 30-418.2. Permitted accessory uses and structures.

Accessory uses and structures, including the following, which are customarily incidental and clearly subordinate to permitted principal uses shall be permitted in the R-53 multifamily residential district (see article VI, division 9, of this chapter):

- (1) Any accessory use or structure permitted in the R-1 district as set forth in section 30-402.2.
- (2) Guest units in multifamily developments available for short-term occupancy by guests of regular tenants of such developments, provided that the total number of such guest units shall not exceed one for each 50 dwelling units within the development.
- (3) One dwelling unit located in an accessory building, containing two or more stories, which is existing at the effective date of the ordinance from which this subsection is derived and which is located on the same lot as a single-family, two-family or multifamily dwelling, provided that:
 - a. The main building shall not contain any lodging units;
 - b. There shall be no enlargement of the accessory building, except for ingress or egress improvements required by the Virginia Uniform Statewide Building Code;
 - c. Lot area requirements shall be met for the total number of dwelling units in the main building and the accessory building as though all units were contained in the main building;
 - d. Usable open space requirements shall be applicable only where the main building is devoted to multifamily use. Required usable open space may be reduced to the extent necessary to provide required parking for the dwelling unit in the accessory building and to provide ingress or egress improvements to the accessory building required by the Virginia Uniform Statewide Building Code;
 - e. Not less than one off-street parking space shall be provided for such dwelling unit in addition to spaces required for other use of the property; and
 - f. Emergency vehicle access to the accessory building shall be provided in accordance with requirements of the department of public works and department of fire and emergency services.

Sec. 30-418.4. Lot area/and width.

- (a) Minimum lot areas and lot widths for single-family and two-family dwellings in the R-53 multifamily residential district shall be as required in the R-7 district and set forth in section 30-413.5.
- (b) Multifamily dwellings shall be located on lots of not less than 5,000 square feet in total area and not less than 1,250 square feet in area for each dwelling unit.

Sec. 30-418.5. Yards.

Yard regulations in the R-53 multifamily residential district shall be as follows:

(1) *Front yard.* There shall be a front yard with a depth of not less than 15 feet (see article VI, division 4, of this chapter).

(2) *Side and rear yards.* Side and rear yards shall be as follows:

a. Side and rear yards for single-family and two-family dwellings and buildings accessory thereto shall be as required in the R-7 district and set forth in section 30-413.6 (see article VI, divisions 3, 4 and 9, of this chapter).

b. Side and rear yards for uses and buildings other than single-family and two-family dwellings and buildings accessory thereto shall be not less than 15 feet in depth.

(3) *Spaces between buildings on same lot.* Spaces between buildings on the same lot shall be as follows:

a. Where two or more buildings, at least one of which contains a dwelling use, are erected on the same lot, the distance between any two such buildings shall be not less than 15 feet.

b. Where two or more buildings, neither of which contains a dwelling use, are erected on the same lot, the distance between any two such buildings shall be not less than ten feet.

Sec. 30-418.6. Usable open space.

In the R-53 multifamily residential district, usable open space of not less than 40 percent of the area of the lot shall be provided for multifamily dwellings (see section 30-1220).

Sec. 30-418.6:1. Lot coverage.

Maximum lot coverage in the R-53 multifamily residential district shall not exceed 60 percent of the area of the lot for uses other than multifamily dwellings.

Sec. 30-418.7. Reserved.

Editor's Note: Ord. No. 2004-180-167, § 2, adopted June 28, 2004, repealed § 30-418.7, which pertained to number of attached dwellings in series and derived from Code 1993, § 32-418.7.

Sec. 30-418.8. Height.

No building or structure in the R-53 multifamily residential district shall exceed 35 feet in height, except that additional height shall be permitted on lots of two acres or more in area, provided that:

(1) No portion of any building shall penetrate inclined planes originating at interior side and rear lot lines or at the centerline of a public alley adjoining any such lot line and extending over the lot at an inclination of one foot horizontal for each one foot vertical.

(2) No portion of any building shall penetrate an inclined plane originating at the centerline of an abutting street and extending over the lot at an inclination of one foot horizontal for each one foot vertical along any street frontage where a front yard is required and one foot horizontal for each 1 1/2 feet vertical along other street frontages.

(3) No building shall exceed 60 feet in height.

DIVISION 10.1. R-63 MULTIFAMILY URBAN RESIDENTIAL DISTRICT

Sec. 30-419.1. Intent of district.

Pursuant to the general purposes of this chapter, the intent of the R-63 district is to encourage development of medium density neighborhoods comprised of a mix of residential uses and to promote a pedestrian oriented urban environment that is primarily residential in character, but that includes limited nonresidential uses that serve many of the day-to-day convenience needs of neighborhood residents and provide opportunities for residents to live and work within the neighborhood. The district is intended to be applied within or in close proximity to areas of the city that reflect an urban scale of development and afford convenient access to major employment centers and community facilities, and to encompass undeveloped or underdeveloped properties comprising areas large enough and with sufficient residential density to enable establishment of a cohesive neighborhood. The district regulations permit corner commercial uses that are limited in location, type and scale and are intended to provide for the convenience of neighborhood residents within walking distance, to respect the primary residential character of the neighborhood and to avoid traffic, parking, noise and other impacts that typically result from uses that draw patrons from outside a neighborhood. The district regulations are also intended to promote a streetscape that is urban in character by requiring minimal building setbacks uninterrupted by parking areas along principal street frontages, and to enhance public safety and encourage an active pedestrian environment appropriate to the residential character of the district by providing for windows in building facades along street frontages. Finally, the district regulations are intended to assure adequate accessible parking, safe vehicular and pedestrian circulation, and to provide for limited interruption by driveways and vehicular traffic across public sidewalk areas along principal street frontages. (Ord. No. 2006-197-217, § 1, 7-24-2006)

Sec. 30-419.2. Permitted principal uses.

The following uses of buildings and premises shall be permitted in the R-63 district:

- (1) Any principal use permitted in the R-1 district as set forth in section 30-402.1.
- (2) Single-family attached dwellings and uses and structures customarily incidental to attached dwelling developments, provided that:
 - a. Appropriate agreements and covenants approved by the city attorney provide for the perpetuation and maintenance of all areas to be held in common ownership by property owners within such developments.
 - b. Architectural variations shall be provided among units within any series of more than four units.
 - c. A plan of development shall be required as set forth in article X of this chapter for any development with three or more newly constructed single-family attached dwellings.
- (3) Two-family dwellings, provided that when more than one main building is to be located on a lot, a plan of development shall be required as set forth in article X of this chapter.
- (4) Multifamily dwellings, provided that when more than one main building or more than ten dwelling units are to be located on a lot, a plan of development shall be required as set forth in article X of this chapter.
- (5) Dwelling units located in the same building as permitted principal uses on corner lots listed in section 30-419.3(a), provided that such dwelling units shall be subject to all of the requirements of this district applicable to multifamily dwellings.

(6) Live/work units, provided that:

a. Not more than one person who does not reside in the unit shall be employed at any one time in the conduct of the nondwelling activity.

b. Space devoted to the nondwelling activity within such unit shall not exceed 60 percent of the total floor area of the unit.

c. The nondwelling activity shall not involve the sale of products directly to customers on the premises, the housing of persons for compensation, or any group instruction or group assembly involving more than two patrons or clients at any one time.

d. There shall be no process or activity conducted or equipment operated in conjunction with the nondwelling activity that generates any noise, vibration, odor, smoke, fumes, glare or electrical interference discernable to the normal senses outside of the live/work unit. The use and/or storage of hazardous materials of such type or in such quantities not normally permitted in a residential structure shall be prohibited.

(7) Day nurseries, provided that:

a. A minimum outdoor play area of 100 square feet for each child enrolled shall be furnished on the premises, but not within a required front yard.

b. The play area shall be enclosed with a continuous opaque structural fence or wall not less than four feet in height, and such fence or wall shall not be located within a required front yard.

c. No play equipment or structure shall be located within a front yard or a required side yard.

(8) Tourist homes situated on federal highways.

(9) Adult day care facilities.

(Ord. No. 2006-197-217, § 1, 7-24-2006; Ord. No. 2007-338-2008-11, § 1, 1-14-2008)

Sec. 30-419.3. Permitted principal uses on corner lots.

(a) In addition to principal uses permitted by section 30-419.2, the following principal uses shall be permitted on corner lots in the R-63 district subject to the conditions set forth in subsection (b) of this section, provided that drive-up facilities and facilities for dispensing motor fuels shall not be permitted in conjunction with any such uses, and provided further that a plan of development shall be required as set forth in article X of this chapter:

(1) Art galleries, including custom framing in conjunction therewith.

(2) Barber shops and beauty salons, including manicure, spa, tanning and similar services in conjunction therewith.

(3) Grocery stores, convenience stores and specialty food and beverage stores, including bakeries where products are sold principally at retail on the premises.

(4) Laundromats and laundry and dry cleaning pick-up stations.

(5) Restaurants, tea rooms, cafes, delicatessens, ice cream parlors and similar food and beverage service establishments, including catering businesses in conjunction therewith, but not including establishments providing live entertainment. Such establishments may include areas outside completely enclosed buildings and intended for service to or consumption of food and beverages by patrons, provided that the following conditions shall be met:

a. No such outside area shall be open to patrons between the hours of 11:00 p.m. and 7:00 a.m.

b. No deck, patio, terrace or other area outside a completely enclosed building and used for the service or accommodation of patrons shall be situated within 100 feet of any property in an R district other than the R-63 district.

c. Covered trash containers shall be provided in service areas, and fences, walls or vegetative screening shall be provided around service areas, except at entrances and exits, to prevent refuse from blowing onto adjacent properties or streets. Fences or walls to be credited toward this requirement shall comply with fence and wall design guidelines adopted by resolution of the planning commission, or their equivalent as determined by the zoning administrator. In no case shall chain link, chain link with slats or similar fencing be considered as meeting the requirements of the fence and wall design guidelines.

d. No music or public address system shall be operated in such a manner that sound produced therefrom is audible beyond the boundaries of the premises.

e. Such outside areas shall be included in calculation of the total floor area devoted to the use.

(6) Video rental stores.

(b) The following conditions shall be applicable to permitted principal uses listed in subsection (a) of this section:

(1) Such uses shall be limited to the ground floor of buildings devoted to other permitted principal uses.

(2) The total floor area devoted to such uses on any lot shall not exceed 1,500 square feet. Additional floor area, not to exceed a total of 5,000 square feet, may be permitted subject to approval of a conditional use permit as set forth in article X of this chapter, provided that off-street parking shall be required in accordance with the provisions of article VII of this chapter for the amount of floor area in excess of 1,500 square feet. (Ord. No. 2011-205-2012-1, 1-9-2012)

(3) Such uses shall occupy the portion of the building located at the street corner. Along the principal street frontage of the lot, such uses shall extend no greater distance from the street corner than the equivalent of 15 percent of the total length of the block along such frontage.

(Ord. No. 2006-197-217, § 1, 7-24-2006)

Sec. 30-419.4. Permitted accessory uses and structures.

Accessory uses and structures, including the following, which are customarily incidental and clearly subordinate to permitted principal uses, shall be permitted in the R-63 multifamily district (see article VI, division 9, of this chapter):

- (1) Any accessory use or structure permitted in the R-1 district as set forth in section 30-402.2.
- (2) Guest units in multifamily developments available for short-term occupancy by guests of regular tenants of such developments, provided that the total number of such guest units shall not exceed one for each 50 dwelling units within the development.
- (3) One dwelling unit located in an accessory building which is located on the same lot as a single-family detached dwelling, provided that:
 - a. The main building shall not contain any lodging units.
 - b. The lot area requirement applicable to a two-family detached dwelling shall be met.
 - c. Not less than one off-street parking space shall be provided for such dwelling unit in addition to space required for the single-family dwelling on the property.
 - d. Emergency vehicle access to the accessory building shall be provided in accordance with requirements of the department of public works and department of fire and emergency services.
 - e. A plan of development shall be required as set forth in article X of this chapter.
- (4) Parking areas located on lots occupied by permitted principal uses when such parking areas serve dwelling uses located elsewhere in the R-63 district, provided that:
 - a. The requirements of section 30-710.4 shall be met.
 - b. When such parking areas are located on lots occupied by single-family or two-family dwellings, parking spaces shall be accessible directly from an abutting alley without provision of access aisles on the lot.
- (5) Parking decks, provided that:
 - a. No portion of such structure located along a principal street frontage shall be used for parking or related circulation of vehicles, but such portion shall be devoted to other permitted principal uses which shall have a depth of not less than 20 feet along the principal street frontage or to means of pedestrian or vehicle access, provided that vehicle access along such street frontage shall be permitted only when no other street or alley is available for adequate access. In the case of a portion of a story located along a principal street frontage and having less than five feet of its height above the grade level at the building façade along the street frontage, the provisions of this paragraph prohibiting parking or related circulation of vehicles shall not apply, provided that parking spaces shall be completely screened from view from the street by structural material similar to the material of the building façade. (Ord. No. 2011-205-2012-1, 1-9-2012)
 - b. Except as provided in paragraph (a) of this subsection (5), parking spaces contained therein shall be screened from view from abutting streets by structural material of not less than 45 percent opacity.
 - c. Not less than one exit lane and one entrance lane shall be provided, and any card reader or other access control device at an entrance to a parking deck shall be provided with not less than one stacking space situated off the public right-of-way.
 - d. A plan of development shall be required as set forth in article X of this chapter.
- (6) Automated teller machines accessible only from the interior of buildings devoted to permitted principal uses listed in section 30-419.3.

(Ord. No. 2006-197-217, § 1, 7-24-2006)

Sec. 30-419.5. Lot area and width.

Lot area and lot width regulations in the R-63 district shall be as follows (see article VI, division 3, of this chapter):

(1) *Single-family detached dwellings.* Single-family detached dwellings shall be located on lots of not less than 3,000 square feet in area with a width of not less than 25 feet.

(2) *Single-family attached dwellings.* Single-family attached dwellings shall be located on lots of not less than 2,200 square feet in area. Lot width shall be not less than 16 feet, except that the width of any lot at the end of a series of attached units shall be not less than 19 feet. (Code 1993, § 32-413.8; Ord. No. 2010-18-30, § 1, 2-22-2010)

(3) *Two-family detached dwellings.* Two-family detached dwellings shall be located on lots of not less than 3,200 square feet in area with a width of not less than 27 feet.

(4) *Two-family attached dwellings.* Two-family attached dwellings shall be located on lots of not less than 2,600 square feet in area. Lot width shall be not less than 20 feet, except that the width of any lot at the end of a series of attached units shall be not less than 23 feet.

(5) *Multifamily dwellings.* Multifamily dwellings shall be located on lots of not less than 4,000 square feet in total area and not less than 1,000 square feet in area for each dwelling unit.

(Ord. No. 2006-197-217, § 1, 7-24-2006; Ord. No. 2006-330-2007-12, § 1, 1-8-2007; § Ord. No. 2010-18-30, § 1, 2-22-2010; (Code 1993, § 32-413.8; Ord. No. 2010-18-30, § 1, 2-22-2010)

Sec. 30-419.6. Yards.

Yard regulations in the R-63 district shall be as follows (see article VI, divisions 3, 4 and 9 of this chapter):

(1) *Front yard.* No front yard shall be required. In no case shall a front yard with a depth of greater than 15 feet be permitted for a main building.

(2) *Side yards.*

a. *Single-family and two-family dwellings and buildings accessory thereto.* There shall be side yards of not less than three feet in width except where buildings are attached.

b. *All other uses and buildings.* There shall be side yards of not less than five feet in width.

(3) *Rear yard.*

a. *Single-family and two-family dwellings and buildings accessory thereto.* There shall be a rear yard of not less than five feet in depth.

b. *All other uses and buildings.* There shall be a rear yard of not less than 15 feet in depth.

(4) *Spaces between buildings on the same lot.*

a. Where two or more buildings, at least one of which contains a dwelling use, are erected on the same lot, the distance between any two such buildings shall be not less than 15 feet.

b. Where two or more buildings, neither of which contains a dwelling use, are erected on the same lot, the distance between any two such buildings shall be not less than ten feet.

(Ord. No. 2006-197-217, § 1, 7-24-2006; Ord. No. 2006-330-2007-12, § 1, 1-8-2007)

Sec. 30-419.7. Usable open space.

In the R-63 district, usable open space of not less than 30 percent of the area of the lot shall be provided for multifamily dwellings (see definition of term in section 30-1220).

(Ord. No. 2006-197-217, § 1, 7-24-2006)

Sec. 30-419.8. Lot coverage.

In the R-63 district, lot coverage for uses other than multifamily dwellings shall not exceed 65 percent of the area of the lot.

(Ord. No. 2006-197-217, § 1, 7-24-2006)

Sec. 30-419.9. Requirements for areas devoted to parking or circulation of vehicles.

(a) *Location of parking and circulation areas.* Areas devoted to the parking or circulation of vehicles, other than permitted driveways from a street, shall be located to the rear of buildings so as not to be visible from the street frontage of the lot. On a lot having more than one street frontage, the provisions of this paragraph shall apply only along the principal street frontage of the lot as defined in article XII of this chapter.

(b) *Driveways from streets.* No driveway intersecting a street which constitutes the principal street frontage of a lot shall be permitted when other street frontage or alley access is available to serve such lot. For purposes of this provision, principal street frontage shall be as defined in article XII of this chapter.

(c) *Improvement requirements and landscaping standards.* In addition to the provisions of this section, parking areas and parking lots shall be subject to the applicable improvement requirements and landscaping standards set forth in article VII, division 2.1 of this chapter.

(Ord. No. 2006-197-217, § 1, 7-24-2006)

Sec. 30-419.10. Height.

Height regulations in the R-63 district shall be as follows:

(1) *Maximum height in general.* No building or structure shall exceed three stories in height, except as set forth in paragraphs (2) and (3) of this section. For purposes of this section 30-419.10, story height as defined in article XII of this chapter shall be not less than ten feet and not greater than 14 feet, except as provided in paragraphs (2) and (3) of this section.

(2) *Maximum height in special cases.* A maximum height of four stories shall be permitted in the case of a building in which not less than 50 percent of the area of the ground floor is devoted to accessory parking deck use in compliance with the provisions of section 30-419.4(5), provided that in such case no story shall exceed ten feet in height.

(3) *Additional height on corner lots.* Additional height not to exceed a total height of four stories shall be permitted on a corner lot, provided that along the principal street frontage of the corner lot, such additional height shall be permitted only within a distance from the corner equivalent to 15 percent of the total length of the block along such frontage, and provided further that in the case of a four story building no story shall exceed 12 feet in height.

(4) *Minimum height.* Every main building hereinafter constructed shall have a minimum height of not less than two stories, except that porches, porticos and similar structures attached to a main building may be of lesser height.

(5) *Determination of number of stories.* For purposes of this section, the number of stories in a building shall be determined by application of the definition of "story" set forth in article XII of this chapter and shall be measured at the building façade along the street frontage of the lot or, in the case of a corner lot, shall be measured at the building façade along the principal street frontage of the lot.

(Ord. No. 2006-197-217, § 1, 7-24-2006; Ord. No. 2006-330-2007-12, § 1, 1-8-2007; Ord. No. 2011-205-2012-1, 1-9-2012)

Sec. 30-419.11. Building facade fenestration.

Fenestration requirements applicable to building facades along street frontages in the R-63 district shall be as set forth in this section. In the case of a corner lot, the requirements shall be applicable along the principal street frontage of the lot.

(1) Street level story.

a. *Uses permitted only on corner lots.* For principal uses that are permitted only on corner lots and listed in section 30-419.3, a minimum of 60 percent of the building facade between two and eight feet in height along the street frontage shall be comprised of windows or glass doors or both that allow views into and out of the interior building space. Windows used to satisfy this requirement shall have a minimum height of four feet. In the case of a street level story having less than its full height above the mean grade level at the building facade along the street frontage of the lot, a minimum of 30 percent of the building facade above such mean grade level shall be comprised of windows or glass doors or both that allow views into and out of the interior building space, provided that in the case of any portion of a story having less than five feet of its height above the grade level at the building facade along the street frontage of the lot, the requirements of this subsection (1)(a) shall not apply.

b. *Dwelling uses.* For dwelling uses, other than single-family and two-family dwellings, windows or glass doors or both that allow views into and out of the interior building space shall comprise a minimum of 30 percent of the building facade between two and eight feet in height along the street frontage. In the case of a street level story having less than its full height above the mean grade level at the building facade along the street frontage of the lot, windows or glass doors or both that allow views out of the interior building space shall comprise a minimum of 15 percent of the building facade above such mean grade level, provided that in the case of any portion of a story having less than five feet of its height above the grade level at the building facade along the street frontage of the lot, the requirements of this subsection (1) b shall not apply. In all cases, windows shall be double-hung, single-hung, awning or casement type, and fixed windows shall be permitted only as a component of a system including operable windows within a single wall opening.

(2) *Upper stories.* For dwelling uses, other than single-family and two-family dwellings, windows or glass doors or both that allow views out of the interior building space shall comprise a minimum of 30 percent of the building facade between two and eight feet in height above the floor level of each story above the street level story. The types of permitted windows shall be as specified in subsection (1) b of this section.

(Ord. No. 2006-197-217, § 1, 7-24-2006; Ord. No. 2011-205-2012-1, 1-9-2012)

DIVISION 29. M-2 HEAVY INDUSTRIAL DISTRICT

Sec. 30-454.1. Permitted principal and accessory uses.

The following uses of buildings and structures shall be permitted in the M-2 district:

- (1) Any use permitted in the M-1 district as set forth in section 30-452.1;
- (2) Any use or structure not permitted in any other district, including accessory buildings; provided that no building or premises shall be used for any of the following purposes unless specifically authorized or permitted by the city council; provided that for purposes of this subsection (2), a use listed in any other district as permitted by conditional use permit or permitted only when lawfully existing on the effective date of a particular provision shall not be construed to be a permitted use:
 - a. Curing, smoking, packing or storing of fish.
 - b. Incinerating, reducing, dumping or storing, including transfer facilities, of offal, dead animals, garbage or refuse for compensation and not as a governmental function.
 - c. Manufacturing or refining of ammonia, bleaching powder, chlorine, celluloid, pyroxylin and explosive or flammable products made therefrom; dyestuffs, explosives and pyrotechnics, gypsum, lime, cement, plaster of Paris, matches, turpentine, paint, varnish and fertilizer from organic materials or bone distillation.
 - d. Manufacturing or storage of sulphurous, sulphuric, nitric, picric, hydrochloric or other corrosive acid, exclusive of the use or storage thereof in connection with other permitted uses of buildings or premises.
 - e. Medical waste management facilities as regulated by and for which a permit is required by the State of Virginia Department of Environmental Quality, excluding however, any facility subject to an on-site permit by rule.
 - f. Flea markets.
 - g. Outdoor shooting ranges.
 - h. Nightclubs. (Ord. No. 2012-234-2013-2, § 1, 1-14-2013)
 - i. Private penal institutions.
 - j. Public and private alternative incarceration domiciliary facilities and institutions.
 - k. Refining of tallow, grease or lard.
 - l. Refining of petroleum products.
 - m. Rendering of fat.
 - n. Retail sales of liquor.
 - o. Sales, storage or disposal of used tires in bulk.
 - p. Storage of dyestuffs, explosives and pyrotechnics.
 - q. Storage of petroleum products in bulk for distribution in areas beyond the metropolitan area.

(Code 1993, § 32-454.1; Ord. No. 2004-180-167, § 1, 6-28-2004; Ord. No. 2011-29-150, § 12, 9-12-2011)

Sec. 30-454.2. Report from chief administrative officer.

In the M-2 heavy industrial district, the city council shall not authorize or permit any building or premises to be used for any purpose specified in subsection 30-454.1(2) until after the chief administrative officer has reported in writing to the council the effect that such use will have upon the safety, health, comfort, convenience and welfare of the inhabitants of the city and of persons in the locality in which such building is or premises are to be situated.

(Code 1993, § 32-454.2; Ord. No. 2004-360-330, § 1, 12-13-2004)

Sec. 30-454.3. Uses constituting nuisances.

No building or premises shall be used for any purpose permitted in the M-2 heavy industrial district in such a manner as to constitute a nuisance by the creation of unreasonably loud and disturbing sound or noise; unreasonable vibrations; unreasonable danger from explosion or fire; or the unreasonable emission of smoke, odor, dust, heat or glare.

Sec. 30-454.4. Yards.

Yard regulations in the M-2 heavy industrial district shall be as follows:

- (1) *Front yard.* No front yard shall be required (see article VI, division 4, of this chapter).
- (2) *Side yards.* No side yards shall be required, except that where a side yard line abuts or is situated across an alley from property in an R or RO district there shall be a side yard of not less than 50 feet in width.
- (3) *Rear yard.* No rear yard shall be required, except that where a rear lot line abuts or is situated across an alley from property in an R or RO district there shall be a rear yard of not less than 50 feet in depth.

Sec. 30-454.5. Screening.

Screening regulations in the M-2 heavy industrial district shall be as follows:

- (1) Where a side lot line abuts property in an R district, there shall be a continuous evergreen vegetative screen or opaque structural fence or wall not less than six feet in height erected along such lot line, but not within 15 feet of any street line. Evergreen vegetative material intended to satisfy this subsection shall be of the specified height at the time of installation and shall be planted at such intervals that will result in a continuous visual screen within one year of planting.
- (2) Screening of parking areas and refuse areas shall be provided as set forth in sections 30-660 and 30-710.12.
- (3) Automobile junkyards and similar uses involving outside storage of scrapped or junked materials shall be screened from view from public streets, public spaces and adjacent properties in an R or RO district by opaque structural fences or walls not less than six feet in height.

Sec. 30-454.6. Height.

In the M-2 heavy industrial district, no building or structure shall exceed 45 feet in height, provided that additional height shall be permitted, except for sign structures, when all portions of a building or structure over 45 feet in height are set back from side and rear lot lines a minimum of one foot for each two feet of height in excess of 45 feet and provided, further, that no portion of a building or structure shall penetrate an inclined plane originating at the centerline of an abutting street and extending over the lot at an inclination of one foot horizontal for each three feet vertical.

DIVISION 30. COMMUNITY UNIT PLANS

Sec. 30-456.1. Applicability of article.

The regulations contained in this article shall be applicable to community unit plans and are established pursuant to and in accordance with section 17.10(g) of the Charter.

Sec. 30-456.2. Land eligible.

The owner of any tract of land situated in any district and which comprises not less than ten contiguous acres in area, except for intervening public streets and alleys, may submit to the planning commission a plan for the use and development of such land in a manner that does not conform in all respects with the regulations and restrictions prescribed for the district in which such tract is situated.

Sec. 30-456.3. Content of preliminary plan.

A preliminary community unit plan containing the following information shall be submitted to the planning commission:

- (1) Maximum number of dwelling units and maximum amount of commercial and residential floor area proposed.
- (2) General character and location of all buildings, structures and open spaces.
- (3) General location of all means of ingress and egress and areas for the parking and circulation of vehicles.
- (4) Specific features of the plan which are intended to ensure compatibility with adjacent development.
- (5) Statement as to the manner in which such plan meets the criteria set forth in section 30-456.4.

Sec. 30-456.4. Approval or disapproval of preliminary plan; criteria.

The planning commission shall approve the preliminary community unit plan when it finds, after receiving a report from the director of planning and development review and after holding a public hearing thereon, that the use of the land and the design, construction, maintenance and operation of the structures, facilities and appurtenances proposed thereon will adequately safeguard the health, safety and welfare of the occupants of the adjoining and surrounding property; will not unreasonably impair an adequate supply of light and air to adjacent property; will not unreasonably increase congestion in streets; will not unreasonably increase public danger from fire or otherwise unreasonably affect public safety; and will not diminish or impair the established values of property in surrounding areas; otherwise, the commission shall disapprove the plan.

Sec. 30-456.5. Action of planning commission.

The planning commission shall hold a public hearing on the preliminary community unit plan. Notice of the time and place of such public hearing shall be given in accordance with general law. The names and addresses of all property owners within the city to whom notices are to be sent shall be furnished by the city assessor and shall be as shown on the then-current tax records of the city. The action of the planning commission shall be based upon a finding of fact which shall be reduced to writing and preserved among its records. The commission shall act by formal resolution, which shall set forth the reasons for its decision. When the planning commission approves a preliminary community unit plan, it shall transmit a copy of its resolution, together with its finding of fact, to the city council.

Sec. 30-456.6. Action of city council.

The city council shall hold a public hearing on the preliminary community unit plan. Notice of the time and place of such public hearing shall be given by the city clerk in accordance with general law. The names and addresses of all property owners within the city to whom notices are to be sent shall be furnished to the city clerk by the city assessor and shall be as shown on the then-current tax records of the city. The city council may, by ordinance, approve the plan if it concurs in the finding of fact of the commission.

Sec. 30-456.7. Approval or disapproval of final plan; criteria.

After approval of a preliminary community unit plan by the city council and within a period of time specified in the ordinance adopting such plan, a final plan indicating in detail the proposed layout of the site and character of improvements thereon shall be submitted to the planning commission. After receiving a report from the director of planning and development review, the commission shall, by formal resolution, approve the final plan if it finds that the requirements of section 30-456.4 are met and that such plan is consistent with objectives of the preliminary plan as adopted by the council and not in conflict with any conditions specified by the council. The commission shall not approve the final plan if revisions thereto subsequent to council approval have resulted in an increase in the number of dwelling units or amount of residential or commercial floor area or in any greater deviation from the zoning district regulations than proposed in the preliminary plan.

Sec. 30-456.8. Permits for construction and occupancy.

A copy of the resolution approving a final community unit plan shall be transmitted to the zoning administrator, who shall thereby be authorized to review for sufficiency the necessary permits for construction and occupancy. Application for building permits shall be made within a period of time specified in the resolution; otherwise, the action of the planning commission shall be considered null and void.

Sec. 30-456.9. Preliminary plan may be considered final plan.

When a preliminary community unit plan indicates in detail the proposed layout of the site and character of improvements thereon and meets all other requirements of this division and when no modifications are made to such plan subsequent to its approval by the city council, the plan shall be deemed to be the final plan. In such case, the city council may authorize the issuance of necessary construction and occupancy permits within a specified period of time, and further approval by the planning commission shall not be required.

Sec. 30-456.10. Submission fees.

(a) A fee as set forth in appendix A to this Code shall accompany the preliminary community unit plan application, which amount shall be paid into the city treasury.

(b) A fee as set forth in appendix A to this Code shall accompany each final community unit plan application, which amount shall be paid into the city treasury.

(c) A fee as set forth in appendix A to this Code shall accompany each application for an extension to a community unit plan, which amount shall be paid into the city treasury.

(d) A fee as set forth in appendix A to this Code shall accompany each application for an amendment to a community unit plan, which amount shall be paid into the city treasury.

(e) A letter of acceptance for a preliminary community unit plan, final community plan, extension of a community unit plan or amendment of a community plan shall not be accepted until satisfactory evidence has been presented to the secretary of the planning commission that any delinquent real estate taxes applicable to the subject property have been paid. If an application for an amendment to a community unit plan is made, this subsection shall apply only to the properties which are included in the amendment application.

Sec. 30-456.11. Posting of notice on property.

In the case of each application for a community unit plan or amendment to a community unit plan, it shall be the responsibility of the Department of Planning and Development Review to post on the property that is the subject of the community unit plan, a sign or signs notifying interested parties of the application and pending public hearings thereon. Such sign(s) shall: (i) be posted at least 15 days prior to the scheduled Planning Commission public hearing on the application, (ii) shall remain on the property until final disposition of the application by the City Council, and (iii) shall comply with any applicable standard established by the Department of Planning and Development Review and approved by resolution of the Planning Commission.

(Ord. No. 2006-259-262, § 1, 10-23-2006; Ord. No. 2015-148-158, § 1, 7-27-2015)

CITY OF RICHMOND TAX DELINQUENT AUCTION – FREQUENTLY ASKED QUESTIONS

Thank you for your interest in the City of Richmond Tax Delinquent Auction.

Auction Date: Wednesday, February 21, 2018.

Time: Auction commences at 4 PM. Doors will be open at 3 PM to allow time for registration. Please arrive early.

Location: Motleys Asset Disposition Group
3600 Deepwater Terminal Road
Richmond, VA 23234

Requirements to Bid: Valid Driver's License or DMV issued ID.

Frequently Asked Questions:

1) What is the deposit?

Registered bidders must present on auction day an initial **deposit of \$2,500.00 or 20% of the Total Purchase Price**, whichever is greater. **The initial deposit must be cash, certified or cashier's check made payable to Motleys Asset Disposition Group.** The deposit may also be made by personal/company check accompanied by an irrevocable letter of guarantee with the current date on bank letterhead.

2) How do I get my cashier's check back if I made it out to someone else?

Motleys does not collect the check; bidders who are not the high bidder can return their checks to the issuing bank.

3) Can I get into the property?

We cannot arrange for you to view the interior of the property. You are welcome to inspect the property at your own risk but we cannot give you permission to enter the property.

4) Who pays the delinquent taxes?

The taxes will be paid from the proceeds of the sale.

5) What if the proceeds are less than what is owed for taxes?

The judicial sale process allows the property to pass free and clear of all liens, regardless of whether they are paid in full.

Closing will be subject to court confirmation: All properties are being sold subject to court confirmation. Court hearing for confirmation is anticipated to occur on **April 30, 2018.** The balance of purchase price and "required documents" is due before close of business on **March 23, 2018.** Upon settlement, buyer will be provided a Special Warranty deed for the property.
TIME IS OF THE ESSENCE.



REAL ESTATE REGISTRATION FORM



Full Name: _____ Bidder #: _____

E-mail Address: _____

Street Address: _____

City & State: _____ Zip Code: _____

Area Code & Telephone: _____ Driver's License #: _____

How did you hear about our sale?

Currently On Email List

☐

Email

☐

Flyer/Brochure

☐

Our Website

☐

Internet Search

☐

Trade Publication

☐

Facebook

☐

Friend

☐

Other Website

☐

If Other, Please Specify: _____

Mailing List Interests

Currently On Email List

☐

Industrial Equipment
& Trucks

☐

Vehicles

☐

Real Estate

☐

I personally guarantee payment and personally agree to and understand all of the terms and conditions of this sale as set forth in the Terms & Conditions or announcements made by sales staff. Prior to the start of bidding, I have had the opportunity to inspect the Property and all public records related thereto, and to review with an attorney all documents related to the Property, including this Bidder Registration Form. I further understand that I am liable for payment of all real estate purchased on my Bidder Number and that Motley's Auctions, Inc. (Motleys) has the right to pursue the legal means necessary to collect any funds due and that I am personally liable for any costs incurred in the collection of said funds (i.e., expenses of re-selling the property, any deficit realized on a re-sale from the original selling price, any commission to Motleys, the original sales price, Buyer's Premium, and deposits paid plus any attorney's fees, court costs, and all incidental damages or charges involved). I irrevocably submit to the jurisdiction of the Circuit Court of the County of Henrico, Virginia, for all actions brought by Motleys to collect any sum due under this agreement. I agree that any other dispute arising out of this sale shall be resolved solely by final and binding arbitration held in the County of Henrico, Virginia, under the Real Estate Industry Arbitration Rules of the American Arbitration Association. Bidders and purchaser acknowledge that disclosure of the brokerage relationship, if any was made to them by the signing of this form. Motleys is the agent for the Seller. Payment must be in the form of Cash, Approved Credit Card, Money Order, Cashier's Check or Personal/Company Check, accompanied by Bank Letter of Guarantee, in order to register.

Print Name: _____ Sign Name: _____ Date: _____

If represented by a Broker, Broker must sign and submit a Broker Participation Form to qualify for cooperating fee.

IMPORTANT: PRINT NAME (S) AS IT IS TO APPEAR ON THE PROPERTY DEED:

DEPOSIT CONFIRMED:

\$ _____

FOR OFFICE USE ONLY

REMIT TO: rbryan@svn.com

BROKER PARTICIPATION ACKNOWLEDGMENT FORM

REMIT TO: MOTLEYS ASSET DISPOSITION GROUP
3600 Deepwater Terminal Road
Richmond, VA 23234

Phone: (804) 655-2412
Email: rbryan@svn.com
Fax: (804) 232-3301

AUCTION DATE _____

AUCTION PROPERTY ADDRESS _____

BUYER NAME _____

BUYER ADDRESS _____

BUYER PHONE # _____

It is understood and agreed that the Broker commission structure will be based on the stated Terms and Conditions of sale of the above referenced auction and that said commission will be based on the successful high bid (the Hammer Price)* on the property. Commission is to be paid only to the licensed Real Estate Broker named herein upon closing, where permitted by law, if the above named Buyer is the high bidder at auction and the subject property is sold to the same buyer. Only the first registration of a prospective bidder received will be honored. Brokers/Real Estate Agents may not represent themselves as a buyer. The intent of this broker co-op arrangement is to encourage Realtors to find potential purchasers for the auction. Persons not originally represented by a Broker who have contacted the auction and requested information will be ineligible for subsequent broker co-op. **BROKER PARTICIPATION FORMS MUST BE RECEIVED 24 HOURS PRIOR TO AUCTION!** A 3% Broker Participation Fee will be paid to brokers who represent the winning bidder on the property, if broker complies with all the terms and conditions of this agreement and the sale. In the event a commission reduction is required to consummate a sale, Motley's reserves the right to proportionately reduce the commission. For a Broker Participation fee to be paid & be qualified, the high bid of the property must be \$20,000.00 or higher.

Brokers must be present at the auction and assist their Buyers during the auction, in which their Buyers are the successful bidders, and in the preparation of the agreement of sale to receive said commission. No commission will be paid to Brokers on any sale to an entity of which (or any affiliate of which) they are principals, employees or affiliates, or immediate family members. No Broker Acknowledgment Forms will be accepted at the auction site.

Broker Name Printed _____ Agent Name Printed _____

Broker Signature _____ Date _____ Agent Signature _____ Date _____

Broker License No. _____ Agent License No. _____

Real Estate Agency _____

Real Estate Agency's Address _____

Phone: _____ Fax: _____

Prospective Buyer(s) Signature _____ Date _____

RECEIVED BY: MOTLEYS ASSET DISPOSITION GROUP

Motley's Representative: _____ Date: _____ Time: _____

*High bid is defined as purchase price less Buyer's Premium, if applicable, or the Hammer Price.

BROKER PARTICIPATION FORMS MUST BE RECEIVED 24 HOURS PRIOR TO AUCTION!

TERMS AND CONDITIONS FOR THIS AUCTION
(Applies to City of Richmond Tax Delinquent Properties – Lots 1-61)
February 21, 2018 City of Richmond Tax Delinquent & Property Sale

Registration:

All bidders shall be required to certify that he or she does not own, directly or indirectly, any real estate with an outstanding Notice of Violation under the local environmental, zoning or building code or outstanding real estate or other taxes to the City of Richmond. In the event the tax delinquent property is subject to a Notice of Violation under the Virginia Uniform Statewide Building Code, City Zoning Code or Environmental Codes, the bidder shall be required to submit a written work schedule and plan to abate all violations, which shall be approved by the appropriate department, in its sole discretion. The acceptance of the bid by the Special Commissioner shall not be construed as limiting any powers vested in the City. The successful bid is subject to confirmation by the aforementioned Circuit Court pursuant to Section 58.1-3969 of the Code of Virginia. Settlement shall occur at the time of the confirmation by the Circuit Court; otherwise Special Commissioner may forfeit deposit and avail themselves of any other legal or equitable right against the defaulting Purchaser, including costs of resale and any deficiency resulting from resale. Special Commissioner's Properties are sold subject to Court Confirmation. Additional terms may be announced at sale. **Registration will begin at 3 PM EST on Sale Day (February 21, 2018) and the sale will start at 4 PM EST.**

Deposit Amount:

Registered bidders must present on auction day an initial deposit of \$2,500 or 20% of the Total Purchase Price, whichever is greater. (Total Purchase Price is calculated as the high bid plus the 10% Buyer's Premium). Deposit must be cash, certified or cashier's check made payable to Motleys Asset Disposition Group. The deposit may also be made by personal/company check accompanied by an irrevocable letter of guarantee with the current date on bank letterhead. *Sample Bank Letter: "This irrevocable letter of guarantee will guarantee checks made payable to Motleys Asset Disposition Group and is issued to _____ (customer's name) who is a customer of this bank. This bank will guarantee unconditional payment to Motleys Asset Disposition Group on account # _____ up to the amount of \$ _____."*

If the deposit, online or in-person, is not confirmed and processed at the time of sale, Motleys reserves the right to immediately reacquire the property. This will be considered a default by the buyer (see "Default by Buyer").

Motleys reserves the right to revoke all bidding privileges for any buyer, online or in-person, that does not fully comply with all terms and conditions set forth in this auction.

NOTE: Any buyer anticipating large purchases (in excess of \$100,000) should notify Motleys of their intent before the auction. Failure to do so may limit or terminate any future bidding activity from that buyer.

Buyer's Premium:

A Buyer's Premium of ten percent (10%) will be added to the high bid and included in the total selling price paid by the buyer.

Closing: All properties are being sold subject to court confirmation. **Court hearing for confirmation is anticipated to occur on April 30, 2018. The balance of purchase price and "required documents" are due on or by close of business on March 23, 2018.** Closing is to occur after court confirmation. Upon settlement, buyer will be provided a Special Warranty Deed or a Special Commissioner's Deed upon court confirmation for the property with adjustment of real property taxes made as of the date of sale and all fees and prorated taxes to be paid by Purchaser. Risk of loss shall be upon Purchaser from time of confirmation by the Circuit Court. **TIME IS OF THE ESSENCE.**

Broker Co-op: A three percent (3%) Broker Participation Fee will be paid to brokers who represent the winning bidder on the property. Broker participation forms must be received 24 hours prior to auction. Please see Broker Participation Form for full details. For a Broker Participation fee to be paid & be qualified, the high bid of the property must be \$20,000.00 or higher.

Auctioneer's Authority on Bidding Procedures and Bidding:

Bidding Procedures: Open and verbal. Announcements made on the day of the auction will take precedence over all printed material or oral statements made. (1) Method, order of sale, and bidding increments shall be at the sole discretion of the auctioneer. (2) The auctioneer reserves the right to delete or add additional properties at his discretion. (3) Auctioneer may act to protect the seller's reserve, as an agent of the seller, by bidding through the auctioneer. (4) The auctioneer may open bidding on any property below the reserve by placing a bid on behalf of the seller. (5) The auctioneer may continue to bid on behalf of the seller up to the amount of the reserve, either by placing consecutive bids or by placing bids in response to other bidders. The auctioneer shall have absolute and sole discretion in the order and conduct of the auction. The auctioneer has the authority, at his sole and absolute discretion, to deviate from, change, alter, or modify, the bidding procedures and conduct of the auction at any time including after commencement of the auction.

Bidding: All Bidding is open to the public without regard to race, color, sex, religion, or national origin. As used in these conditions of sale the term "the final bid" means the highest bid acknowledged by the auctioneer, and the term "purchase price" means the sum of the final bid and the buyer's premium. The highest bidder acknowledged by the auctioneer shall be the buyer. The auctioneer has the right to reject any bid or raise any bid which, in his opinion, is not commensurate with the value of the property being offered. The auctioneer may advance the bidding at his absolute discretion and, in the event of any dispute between bidders, may determine the successful bidder or re-offer and resell the property in dispute. Should there be any dispute after the sale; record of final sale shall be conclusive.

Bidder's Card: All Bidders are required to have a Bidder's Number to bid. To obtain a Bidder's Number, a registration form must be filled out giving full name, address and phone number. This information must be verified by proper identification. Evidence of correct form of deposit must be made in order to register at the auction.

Bid Execution: Bids which are submitted to Auctioneer in writing or otherwise left with Auctioneer prior to an auction (Order Bids) for execution at or below a specified price shall be entertained and executed by Auctioneer for the convenience of bidders. Auctioneer shall not be responsible for failing to execute such bids or for errors relating to the execution of such bids.

Buyer's Premium: A 10% buyer's premium shall be paid by the Buyer and will be added to the final bid on the property.

<u>Example:</u>	High bid on property is:	\$100,000
	Add 10% buyer's premium:	<u>+ 10,000</u>
	Total on Sales Contract:	\$110,000

Closing Costs: The deed shall be prepared and acknowledged by Seller at Seller's expense and recorded at the expense of Buyer. The buyer shall pay all title searches, title insurance charges, survey expenses, usual conveyance expenses, and recordation taxes, including the Grantor's Tax. Real estate taxes, water and sewer charges, if any, will be prorated as of the date of closing.

Title: Title to the offered property shall pass to the buyer at formal settlement.

Possession: Possession shall be delivered at the time of confirmation of the bid by the Court and recordation of the deed. If said premises are tenanted or subject to a tenancy in whole or in part at the time of final settlement, possession shall be delivered subject to such tenancy.

Financing: Sale of the property is not contingent upon the buyer obtaining financing.

Acknowledgement of Code Violations: The Buyer acknowledges that by purchasing the Property he/she assumes responsibility for abatement of building, environmental, zoning or other City Code violations that may exist on the Property and agrees to contact the appropriate City Department within sixty (60) days of the purchase of the Property to provide an abatement plan for any Code violations.

Default by Buyer: Should Buyer fail to make settlement as provided in this Agreement, Buyer shall be deemed in default and the Buyer's Deposit may be retained by Seller, either on account of the purchase money or as compensation for the damages and expenses Seller has incurred, as Seller shall elect. In the latter event, Seller's and Auction Firm's liability hereunder to Buyer shall absolutely cease. In the alternative, Seller may resort to any other action or remedy in law or equity that may be available, including legal action to collect the costs of resale and any deficiency resulting from resale. Upon default by the Buyer, Seller shall forward funds paid to the Seller by the Buyer, or some portion thereof, to Motleys to satisfy any obligations owed to Motleys.

Conditions of Default: If any conditions contained herein are not complied with by the buyer, Auctioneer may, in addition to asserting all remedies available by law, including the right to hold defaulting buyer liable for the purchase price, either, a) cancel the sale, retaining as liquidated damages any payment made by such buyer, b) resell the property without reserve at public auction or privately on seven days' notice to such buyer, or c) take such other action as it deems necessary or appropriate. If Auctioneer resells the

property, the original defaulting buyer shall be liable for the payment of any deficiency between the purchase price and all costs and expenses, the expenses of both sales, reasonable attorney's fees, commissions, incidental damages and all other charges due hereunder. In any event; the buyer's, earnest money deposit will be retained by Auctioneer as liquidated damages.

State Laws:

The respective rights and obligations of the parties with respect to the Conditions of Sale and the conduct of the auction shall be governed and interpreted by the laws of the state in which the auction is held. By bidding at an auction, whether present in person or by agent, by written bid, telephone or other means, the buyer shall be deemed to have consented to the jurisdiction of the courts of such state and the federal courts sitting in such state.

Real Estate Brokers/
Agents/Auctioneers:

A fee equal to a specified commission calculated on the successful purchaser's final bid (not including any Buyer's Premium), will be paid (where allowed by law) to any qualified broker/auctioneer who is duly licensed in the state where the property is located, and whose properly registered client successfully buys and closes on the property. To qualify for a commission, the licensed broker/agent must first register the prospective bidder by mail or fax, (804) 232-3301 on Motley's Broker Participation Acknowledgment Form, with Motleys Asset Disposition Group, 3600 Deepwater Terminal Rd Richmond, VA 23234. Registration letters must be countersigned by the prospect and include the broker's and agent's or auctioneer's license number, identification of the property, any agency disclosure statements, the letter and participation acknowledgment form. All forms, letters and statements must be received no later than 5:00 P.M. one day (24 Hours) prior to the auction. In addition, agents/auctioneers must also attend with and register their prospects at the auction.

Inspection:

All property is sold "As Is, With All Faults." Descriptions are provided as a service to customers only and do not constitute a warranty, either expressed or implied. Auctioneer disclaims all responsibility for physical condition. All buyers are responsible for prior inspection of properties on which they bid, and by bidding are deemed to have so inspected the property. Placing a bid on the offered property, whether in person, or by agent, by written bid, telephone bid or other means, constitutes an agreement by bidder to these conditions of sale. For residences built prior to 1978, buyer waives the right to a 10-calendar-day opportunity to conduct a risk assessment or inspection for the presence of Lead-Based Paint and/or Lead-Based Paint Hazards. Square footage dimensions and acreage are approximate and should be independently verified prior to bidding. Auctioneer, its agents and subagents, and the sellers assume no liability for errors or omissions in this or any other property listing or advertising or promotional/publicity statements and materials. Although information has been obtained from sources deemed reliable, the auctioneer makes no guarantee as to the accuracy of the information herein contained or in any other property listing or advertising or promotional/publicity statements and materials.

Megan's Law
Disclosure:

Purchaser(s) should exercise whatever due diligence they deem necessary with respect to information on any sexual offenders registered. Such information may be obtained by contacting your local police department or the Department of State Police. Should any terms set forth in these Terms and Conditions be inconsistent with the terms of the Purchase Agreement to be executed by the successful bidder, the terms of the Purchase Agreement shall control.

Online Bidding:

IN THE EVENT OF ONLINE BIDDING DISRUPTION OR FAILURE, PLEASE CALL OUR OFFICE AT (804) 232-3300.

PRIOR TO BIDDING, ONLINE BIDDERS MUST DO ONE OF THE FOLLOWING:

- Provide a MasterCard, Visa or Discover credit card with open credit of \$2,500.00 for each Property you wish to bid on. Agreeing to the terms is authorization to place a hold on a major credit card.
 - **A 3% handling charge is to be added for all major credit cards except American Express**
 - **A 4% handling fee is to be added for all American Express cards.**
- Deliver cash, certified or cashier's check \$2,500.00 for each Property you wish to bid on, made payable to Motleys Asset Disposition Group; or
- Wire funds to Motleys Asset Disposition Group (email info@motleys.com for wire information)

To obtain a Bidder's Number/Username, a registration form must be filled out giving full name, address and phone number (and deposit must be received as described above). Visit motleys.com to obtain.

If you are the highest bidder for a property and are using the online bidding platform to participate in the auction, you must electronically sign the contract through DocuSign within thirty (30) minutes of the hammer falling for that property.

Bid Execution:

Bids are also accepted live / in person in addition to the Internet. Motleys is not responsible for failing to execute bids due to bidder's technological difficulties.

Technical Problems:

Motleys has made reasonable efforts to provide for online bidding for this sale. You recognize and acknowledge, however, that technical problems with hardware, software, or internet connectivity, as well as human errors, may arise and may affect, without limitation, the sale website, our online bidding program and process, your or our internet service and access, and your connection to this sale bidding program and process. You further acknowledge that these and other technical problems may develop at any time and with or without notice. You acknowledge and agree that neither we nor the Seller is in anyway responsible for any such technical problems, and that you have no absolute or other right to be able to bid on this sale in the event of any such technical problems. Notwithstanding the foregoing, you further acknowledge and agree that, in the event of any such technical problems, we reserve the right to postpone or cancel the sale and/or extend the bidding time for this sale and/or relist the property for sale at another time, in our sole discretion, and that our decision with regard to any such actions is and will be final. Bidders must take care in entering bids, and each Bidder will be responsible for all bids placed under the Bidder's approved registration. Once entered and recorded online, a bid is deemed to be final on behalf of the registered Bidder and may not be modified, retracted or rescinded in whole or in part.

**SPECIAL COMMISSIONER'S
PURCHASE AGREEMENT OF SALE – LOTS 1-61**

THIS AGREEMENT made this 21st day of February, 2018, between _____
_____, (“Buyer(s)”) whose address is _____
_____; and **GREGORY LUKANUSKI**, Special Commissioner for the City of
Richmond, whose address is 900 East Broad Street, Suite 400, Richmond, Virginia 23219 (the “Seller”);
and **MOTLEYS ASSET DISPOSITION GROUP** (the “Auction Firm”).

In consideration of the full purchase price/deposit in the amount of \$_____ in cash or
certified funds, receipt of which is acknowledged, the Buyer agrees to buy and the Seller agrees, **subject to
confirmation by the Circuit Court of the City of Richmond**, to sell for the sum of
_____ Dollars
(\$_____), calculated as the high bid of \$_____ plus
\$_____ buyer’s premium, all that certain parcel of land together with all
improvements thereon (the “Property”) described as follows:

ADDRESS:

Richmond, Virginia

Map Ref. No.

DEED AND TITLE. Said premises are to be conveyed by Special Commissioner’s Deed from the Seller. The title to said premises shall be subject to all existing restrictions, easements, recorded agreements and covenants, rights of public service companies, easements of roads, zoning regulations, ordinances, statutes and regulations of any constituted public authority now in force or which may be passed prior to final settlement, under the following terms and conditions:

1. **DEPOSIT.** A deposit (the “Buyer’s Deposit”) shall be paid by the Buyer in the form of a cashier’s check or cash, which shall be applied to the purchase price upon confirmation of the bid by the Court. The Buyer’s Deposit shall be held by Motleys Asset Disposition Group (Motley’s) in an interest bearing escrow account with all interest accruing to the benefit of the escrow agent and forwarded to the Seller prior to settlement.

2. **BALANCE OF PURCHASE PRICE AT SETTLEMENT.** The balance of the purchase price shall be paid in certified funds at the time of final settlement. Final settlement shall take place at such date and time as determined by the Special Commissioner.

3. **COMMISSIONS.** Buyer acknowledges and understands that the Buyer's Premium on the sale is a commission to the Auction Firm and is deemed earned by the Auction Firm when this Agreement is accepted. The Buyer's Premium shall be paid to Auction Firm at Settlement.

4. **TITLE.** If title, in accordance with this Agreement, cannot be conveyed by the Seller, Buyer shall have as his/her/its sole remedy repayment of all money paid on account of the purchase price. Seller's and Auction Firm's liability hereunder to the Buyer shall absolutely cease.

5. **APPORTIONMENTS.** Real estate taxes, water charges, sewer charges, current property rent, condominium or POA fees, and other charges, if any, shall be apportioned to the date of confirmation of the bid by the court.

6. **POSSESSION.** Possession shall be delivered at the time of confirmation of the bid by the Court and recordation of the deed. If said premises are tenanted or subject to a tenancy in whole or in part at the time of final settlement, possession shall be delivered subject to such tenancy.

7. **TRANSFER TAXES.** The Buyer shall pay all state, county, city and local transfer taxes imposed upon this sale, including the Grantor's Tax.

8. **WORK DONE OR ORDERED.** Seller shall not be liable for any work done or ordered to be done after the date of confirmation by the Court by any municipal or other public authority, or for any notice issued after the date of confirmation by the Court by any municipal or other public authority, upon or about said premises. Buyer agrees to take title subject to any lien that may be recorded as a result of any of the foregoing and to any such notice issued after the date of confirmation by the Court.

9. **PREPARATION OF DOCUMENTS.** This deed shall be prepared by Seller at Seller's expense and acknowledged and recorded at the expense of Buyer. Buyer shall pay all title searches requested by the Buyer, title insurance charges, survey expenses, usual conveyance expenses, and recordation taxes, including Grantor's Tax.

10. **DEFAULT BY BUYER.** Should Buyer fail to make settlement as provided in this Agreement, Buyer shall be deemed in default and the Buyer's Deposit may be retained by Seller, either on account of the purchase money or as compensation for the damages and expenses Seller has incurred, as Seller shall elect. In the latter event, Seller's and Auction Firm's liability hereunder to Buyer shall absolutely cease. In the alternative, Seller may resort to any other action or remedy in law or equity that may be available, including legal action to collect the costs of resale and any deficiency resulting from resale. Upon default by the Buyer, Seller shall forward funds paid to the Seller by the buyer, or some portion thereof, to Motley's to satisfy any obligations owed to Motley's.

11. **PLANS OR SURVEY.** If reference is made in this Agreement to a plan or survey for the description of said premises, this Agreement and the conveyance of said premises are subject to all conditions and facts shown on the plan or survey.

12. **ADVERTISEMENTS.** Buyer acknowledges that lot sizes, area of lots and plans of lots set forth in any circular and other advertising of this sale may not be accurate and that in signing this Agreement Buyer relied on the description or plan set forth or referred to in this Agreement and not upon any circular or other advertising of this sale.

13. **MOTLEY'S AGENT ONLY.** Buyer acknowledges that Motley's is the agent for Seller only, and it is understood and agreed that Motley's shall not be held liable by either Seller or Buyer for any breach by Motley's of any provision of this Agreement. In the event that Motley's is deemed liable to either the Seller or Buyer, then the extent of Motley's liability shall be limited to the amount of any funds paid to Motley's under this Agreement.

14. **INVESTIGATION OF PREMISES.** BUYER ACKNOWLEDGES THAT HE WAS GIVEN THE OPPORTUNITY TO INVESTIGATE THE PROPERTY AND TITLE TO THE PROPERTY PERSONALLY AND THROUGH ANY PROFESSIONAL OF BUYER'S CHOICE AND HAS ADEQUATELY INVESTIGATED SAID PREMISES (OR HAS WAIVED THE OPPORTUNITY TO MAKE SUCH INVESTIGATION). BUYER AGREES HE HAS ENTERED INTO THIS AGREEMENT AS A RESULT OF AN ADEQUATE INVESTIGATION OF SAID PREMISES MADE BY BUYER, AND NOT AS A RESULT OF ANY ADVERTISEMENT, HANDBILL OR ANY OTHER REPRESENTATION EITHER ORAL OR WRITTEN, MADE BY SELLER, ANY SELLING AGENT OR MOTLEY'S. BUYER ACCEPTS THE PROPERTY IN ITS "AS IS" CONDITION WITH ALL FAULTS AND DEFECTS. BUYER AGREES THAT NEITHER SELLER NOR MOTLEY'S SHALL BE RESPONSIBLE OR ACCOUNTABLE FOR ANY ERROR IN ANY ADVERTISEMENT, HANDBILL OR ANNOUNCEMENT MADE BY SELLER OR MOTLEY'S NOR FOR ANY AGREEMENT, CONDITION, REPRESENTATION OR STIPULATION, ORAL OR WRITTEN, NOT SPECIFICALLY SET FORTH HEREIN.

15. **ACKNOWLEDGMENTS.** Buyer acknowledges that the Property is being offered for sale "AS IS" and will convey in "AS IS" condition, without warranty expressed or implied as to the condition of the premises.

16. **TIME IS OF THE ESSENCE.** Buyer shall provide the balance of purchase price to the Seller by no later than close of business on **March 23, 2018. Court hearing for confirmation is anticipated to occur April 30, 2018.** In the event that Buyer does not provide the balance of the purchase price by the above date, Buyer, in addition to other remedies provided to the Seller under this Agreement, shall be liable to the Auction Firm in the amount of \$250.00 for each day that closing does not occur as scheduled herein. The parties agree and acknowledge that such amount shall be liquidated damages, calculated to compensate Auction Firm, and is not a penalty. The sum of the liquidated damages may be deducted from the Buyer's deposit.

17. **RISK OF LOSS.** Risk of loss shall pass to the Purchaser at the time of confirmation by the Circuit Court.

18. **AGREEMENT OF SALE.** Agreement of Sale shall be construed, interpreted, and applied according to the laws of Virginia, and it shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. This is a legally binding contract and if not understood, competent advice should be sought before it is signed.

19. **ENTIRE AGREEMENT.** THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO PRIOR AGREEMENT OR REPRESENTATION OF ANY KIND, AND NO CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENT OR REPRESENTATION AND NO DEALING BETWEEN THE PARTIES OR CUSTOM SHALL BE PERMITTED TO CONTRADICT, VARY OR ADD TO THE TERMS AND CONDITIONS OF SALE. THE AGREEMENT HEREWITH, MAY NOT BE ASSIGNED BY BUYER; WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER AND MOTLEY'S.

20. **FAX AGREEMENT.** Purchaser and Seller agree that a facsimile transmission of any original document shall have the same effect as an original. When a facsimile copy has been signed, any signature and/or initials required on an original shall be completed prior to closing.

21. **BIDDER QUALIFICATION CONTINGENCY.** The Buyer hereby certifies that he/she does not owe any delinquent real estate taxes, personal property taxes, business license taxes, meals taxes, lodging taxes or admissions taxes ("City Taxes") to the City, whether as an individual or through a company, corporation or partnership in which the Buyer is a member, officer, director or partner. The Buyer further certifies he/she is not the owner of any property in the City of Richmond, either individually or through a company, corporation or partnership in which the Buyer is a member, officer, director or partner that is currently the subject of an outstanding Notice of Violation for building, environmental or zoning code violations. The Buyer acknowledges that the Seller may void this purchase contract upon discovery of evidence that the Buyer owes any City Taxes or has an outstanding Notice of Violation for property in the City.

22. **ACKNOWLEDGEMENT OF CODE VIOLATIONS:** The Buyer acknowledges that by purchasing the Property, he/she assumes responsibility for abatement of building, environmental, zoning or other City Code violations that may exist on the Property and agrees to contact the appropriate City Department within sixty (60) days of the purchase of the Property to provide an abatement plan for any Code violations.

PLEASE NOTE: THIS ENTIRE AGREEMENT IS MADE AT THE FALL OF THE HAMMER. THE TERMS AND CONDITIONS CONTAINED IN THE BID PACKAGE ARE INCORPORATED HEREIN AND MADE A PART HEREOF. IN THE EVENT THAT THIS AGREEMENT CONTRADICTS THE TERMS AND CONDITION, THIS AGREEMENT SHALL TAKE PRECEDENCE.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

APPROVED:

February 21, 2018

By: _____
GREGORY LUKANUSKI
SPECIAL COMMISSIONER
SELLER

By: _____
BUYER (SIGNATURE)

BUYER (PRINT)

TERMS AND CONDITIONS FOR THIS AUCTION
2018 City of Richmond Tax Delinquent & Property Sale
(Applies to Consignment Properties Only – Lots 62-63, 68 & Up)

Deposit Amount:

Live Bidding, when available: Registered live bidders must present on sale day an initial deposit of \$2,500.00. Deposit must be cash, certified or cashier's check made payable to Motleys Asset Disposition Group.

Online Bidding: PRIOR TO BIDDING, bidders must do one of the following:

- Provide a MasterCard, Visa or Discover credit card with open credit of \$2,500.00 for each offering, done by 4 PM on February 21, 2018.
- Agreeing to the terms is authorization to place a hold on a major credit card.
 - **A 3% handling charge is to be added for all major credit cards except American Express.**
 - **A 4% handling charge is to be added for all American Express cards.**
- Deliver cash, certified or cashier's check \$2,500.00 for each offering made payable to Motleys Asset Disposition Group; or
- Wire funds to Motleys Asset Disposition Group

If initial deposit is less than 10% of the high bid, then winning bidder's deposit MUST be increased to 10% of the high bid by cashier's check or wired funds within 3 business days.

Buyer's Premium: A Buyer's Premium of ten percent (10%) OR \$2,500, whichever is greater, will be added to the high bid for the real property and included in the total selling price paid by the buyer. For example, if the successful bid on a given property is \$100,000, the ten percent buyer's premium will equal \$10,000, and the purchase price for the property will be \$110,000.

Broker Co-op: Motleys will pay up to a three percent (3%) Broker Participation Fee (based on successful bid and not including applicable buyer's premium) to broker representing the winning bidder on the real property. Broker participation forms must be received 24 hours prior to sale. For a Broker Participation fee to be paid & be qualified, the high bid of the property must be \$20,000.00 or higher.

Live bidding, when available: In addition to the required registration, agent/broker must also attend with and register their prospects at the sale.

Online Bidding: To qualify for a Broker Participation Fee, the licensed broker/agent must first register the prospective bidder online and include the broker's and agent's license number, identification of the property, and any agency disclosure statements.

To qualify for a Broker Participation Fee, the licensed broker/agent must first register the prospective bidder by mail, email (rbryan@svn.com) or fax, (804) 232-3301 on Motley's Broker Participation Acknowledgment Form, with MOTLEYS ASSET DISPOSITION GROUP, 3600

Deepwater Terminal Rd Richmond, VA 23234. Registration letters must be countersigned by the prospect and include the broker's and agent's or Motleys license number, identification of the property, any agency disclosure statements, the letter and participation acknowledgment form. Please see Broker Participation Form for full details.

SPECIAL NOTE: Brokers must be present at the sale and assist their Buyers during the sale (if applicable), in which their Buyers are the successful bidders, and in the preparation of the agreement of sale to receive said commission. No commission will be paid to Brokers on any sale to an entity of which (or any affiliate of which) they are principals, employees or affiliates, or immediate family members. No Broker Acknowledgment Forms will be accepted at the sale site.

Closing: TIME IS OF THE ESSENCE WITH RESPECT TO ALL CLOSINGS!

The successful buyer must sign all documents and contracts in the time referenced below and will be required to make an appointment with the closing agent to pay the balance of the purchase price and receive the deed to the property. **All closings must occur on or before March 23, 2018, unless otherwise specified in the Purchase Agreement.** Buyer acknowledges and agrees that time is of the essence. Said premises are to be conveyed by Marketable Deed from all owners of record and free and clear of all liens. If you are the successful bidder, you will be required to sign a purchase and sale agreement or similar agreement or document and other necessary documents in the form established by Motleys, within 1 hour after the close of sale. The terms of the Purchase Contract are expressly not negotiable, and the Purchase Contract must be signed in the name of the high bidder and, except as may specifically be permitted by the terms of the Purchase Contract or expressly agreed upon in writing by the Seller or Motleys in their sole discretion, may not be assigned to any other person or party. The Purchase Contract and such other documents will set forth the specific terms and conditions of the sale, including the time by which the high bidder's sale of the property must be completed. Copies of some or all of these documents are available on Motleys website or may be obtained from Motleys, and it is your responsibility to obtain, read, and understand the provisions of any such documents before bidding at this sale.

Closing Costs: The deed shall be prepared and acknowledged by Seller at Seller's expense and recorded at the expense of Buyer. The buyer shall pay all title searches, title insurance charges, survey expenses, usual conveyance expenses, and recordation taxes, including the Grantor's and Grantee's Tax. Real estate taxes, rents, water and sewer charges, if any, will be prorated as of the date of closing. Successful bidders must pay all wire transfer fees. Sale of the property is not contingent upon the buyer obtaining financing.

Bidding: All Bidding is open to the public without regard to race, color, sex, religion, or national origin. As used in these conditions of sale, the term "the final bid" means the highest bid acknowledged by Auctioneer, and the term "purchase price" means the sum of the final bid and the applicable buyer's premium. The highest bidder acknowledged by the Auctioneer at the end of the bidding on a given lot shall be the buyer of that lot. The Auctioneer has the right to reject

any bid or raise any bid which, in his opinion, is not commensurate with the value of the property being offered. The Auctioneer may advance the bidding at his absolute discretion and, in the event of any dispute between bidders, may determine the successful bidder or re-offer and resell the property in dispute. Should there be any dispute after the sale; the record of final sale shall be conclusive. Please be advised there is a gravesite on the property and family of the deceased does have access to the gravesite.

Extended Bidding Time: Notwithstanding the scheduled closing time for this sale, in the event that a bid is made at any time during the final five (5) minutes of the scheduled bidding time, the bidding time will automatically be extended. Subsequent and additional extensions shall be applied to any and all bids placed during any such extension period until an extension period has expired without additional bids being placed, at which time the bidding time, as extended, shall be closed.

Bidder's Number: All Bidders are required to have a Bidder's Number to bid.

Live Bidding, when available: To obtain a Bidder's Number, a registration form must be filled out giving full name, address and phone number. This information must be verified by proper identification. Evidence of correct form of deposit must be made in order to obtain a Bidder's Number.

Online Bidding: To obtain a Bidder's Number, a registration form must be filled out giving full name, address and phone number (and deposit must be received as described above).

Bid Execution:

Live Bidding, when available: Bids which are submitted to Motleys in writing or otherwise left with Motleys prior to a sale (Order Bids) for execution at or below a specified price shall be entertained and executed by Motleys for the convenience of bidders. Motleys shall not be responsible for failing to execute such bids or for errors relating to the execution of such bids.

Online Bidding: Bids are also accepted online. Motleys is not responsible for failing to execute bids due to bidder's technological difficulties.

Technical Problems:

Online Bidding: Motleys has made reasonable efforts to provide for online bidding for this sale. You recognize and acknowledge, however, that technical problems with hardware, software, or internet connectivity, as well as human errors, may arise and may affect, without limitation, the sale website, our online bidding program and process, your or our internet service and access, and your connection to this sale bidding program and process. You further acknowledge that these and other technical problems may develop at any time and with or without notice. You acknowledge and agree that neither we nor the Seller is in anyway responsible for any such technical problems, and that you have no absolute or other right to be able to bid on this sale in

the event of any such technical problems. Notwithstanding the foregoing, you further acknowledge and agree that, in the event of any such technical problems, we reserve the right to postpone or cancel the sale and/or extend the bidding time for this sale and/or relist the property for sale at another time, in our sole discretion, and that our decision with regard to any such actions is and will be final. Bidders must take care in entering bids, and each Bidder will be responsible for all bids placed under the Bidder's approved registration. Once entered and recorded online, a bid is deemed to be final on behalf of the registered Bidder and may not be modified, retracted or rescinded in whole or in part.

Offer Acceptance: All offers/high bids are subject to Seller Approval. Motleys will inform the high bidder once the offer/high bid has been considered.

Conditions of Default: If successful bidder defaults in making settlement, the deposit paid by that defaulting successful bidder shall be forfeited and applied to the costs and expenses of the sale and then to the balance due under the applicable note, and the property purchased by such defaulting successful bidder may either be resold at the risk and expense of such party, or Trustee may accept the next highest available bid at the sale. Such defaulting successful bidder shall be liable personally for any deficiency resulting from the resale of the property it purchased at a lower price as well as for all costs, expenses, and attorneys' fees in connection with such resale. The forfeiture of such deposit shall not limit any rights or remedies of Trustee with respect to any such default.

Controlling Law: The respective rights and obligations of the parties with respect to the Conditions of Sale and the conduct of the sale shall be governed and interpreted by the laws of the Commonwealth of Virginia. By bidding at the sale, whether present in person or by agent, written bid, telephone, online or other means, the bidder shall be deemed to have consented to the jurisdiction of the state and federal courts of the Commonwealth of Virginia.

Inspection: All property is being sold "where is," "as is," "with all faults," with no representations or warranties of any sort except the special warranty to be included in the deed to the real property. Descriptions are provided as a service to customers only and do not constitute a warranty, either expressed or implied. Motleys disclaim all responsibility for physical condition. All buyers are responsible for prior inspection of properties on which they bid, and by bidding are deemed to have so inspected the property to their satisfaction. Placing a bid on the offered property, whether in person, or by agent, by written bid, telephone bid or other means, constitutes an agreement by bidder to these conditions of sale. Motleys and their agents and subagents assume no liability for errors or omissions in this or any other property listing or advertising or promotional/publicity statements and materials. Although information has been obtained from sources deemed reliable, Motleys makes no guarantee as to the accuracy of the information herein contained or in any other property listing or advertising or promotional/publicity statements and materials.

Release: The successful bidder must agree to release any and all claims or causes of action it may have against beneficiary and Motleys (or the employees or agents of either of them) relating in any way to (a) the sale, (b) the property offered for sale, (c) any condition or aspect of such property that may not be in compliance with any federal, state, or local law, regulation, or ruling including, without limitation, any laws, regulations, and rulings relating to environmental contamination or hazardous waste, and/or (d) any documents, reports, complications, financial statements, projections, surveys, or any other documents delivered to such successful bidder by Motleys, and/or the beneficiary, or the agents or employees of either of them (collectively, the "Accommodation Documents"). The successful bidder must acknowledge and agree that the beneficiary, Motleys, and the agents or employees of any of them have not made and do not make and have disclaimed any and all representations or warranties regarding the truth, accuracy, or completeness of any of the documents provided the successful bidder relating to the property purchased or the sources thereof and that such documents were provided solely as an accommodation to such successful bidder.

Governmental Authorizations: The successful bidder for the real property will be responsible for obtaining, at its expense, the approval for any license, privilege, permit, or right necessary to improve, renovate, and/or develop the real property, or to construct, improve, and/or alter any improvements on the real property, and such successful bidder will be responsible for the fulfillment of any conditions imposed or required for such approvals. The sale will be final whether or not any such approvals are obtained of any necessary or desirable licenses, permits, privileges, or rights.

Megan's Law Disclosure: Interested parties should exercise whatever due diligence they deem necessary with respect to information on registered sexual offenders who might live near a property being offered for sale. Such information may be obtained by contacting your local police department or the Department of State Police.

PURCHASE AGREEMENT OF SALE

THIS AGREEMENT made this **21st day of February 2018** between _____ the "Buyer" whose email address and phone number are _____ and _____ the "Seller", and MOTLEY'S AUCTIONS, INC. trading as MOTLEYS ASSET DISPOSITION GROUP (Motley's) (V.A.A.L. No. 16; Real Estate License No. 0226 005928), "Auction Firm."

In consideration of the deposit in the sum of \$ _____ in cash or certified funds, receipt of which is acknowledged, the Buyer agrees to buy and the Seller agrees to sell for the sum of _____ (\$ _____) calculated as the high bid of _____ plus \$ _____ buyer's premium (10% OR \$2,500.00, whichever is greater), all that certain piece, parcel or lot of land together with all improvements thereon (the Property") described as follows:

Address:

Parcel ID:

DEED AND TITLE. Said premises are to be conveyed by Marketable Deed from all owners of record. The title to said premises shall be subject to all existing restrictions, easements, recorded agreements and covenants, rights of public service companies, easements of roads, zoning regulations, ordinances, statutes and regulations of any constituted public authority now in force or which may be passed prior to final settlement, under the following terms and conditions:

1. DEPOSIT. A \$ _____ deposit is to be paid by a cashier's check or personal/company check with the bank letter of guarantee on auction date, any balance of 10% of the high bid is to be paid within three (3) business days of the date of this agreement, the sum of which shall be applied to the purchase price upon compliance by Buyer(s) with the Agreement. The Buyer's Deposit shall be held by Motleys Asset Disposition Group (Motley's) in an interest-bearing escrow account with all interest accruing to the benefit of escrow agent.

2. BALANCE OF PURCHASE PRICE AT SETTLEMENT. The balance of the purchase price shall be paid by a cashier's check or cash at the time of final settlement and delivery of deed. Final settlement shall take place by **Friday, March 23, 2018**.

3. FINANCING. This property is not being sold subject to financing.

4. COMMISSIONS. Buyer acknowledges and understands that the Buyer's Premium on the sale is a commission to Auction Firm and is deemed earned by the Auction Firm when this Agreement is accepted. The Buyer's Premium shall be paid to Auction Firm at Settlement.

5. TITLE. Except as may be otherwise provided in this agreement, the title to said premises shall be good and marketable or such as will be insured at regular rates by a responsible Title Insurance Company. The cost for title search will be paid for by the Buyer. If a defect is found which can be remedied by legal action or otherwise within a reasonable time, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within sixty (60) days after scheduled date of closing, then this Contract may be terminated by either Seller or Buyer at the expiration of such sixty (60) day period, at which time the Deposit shall be returned to Buyer. Upon the return of the Deposit, this Contract shall be terminated and shall be deemed to be null and void; neither Seller nor Buyer shall have any claim against the other or against Auction Firm by reason of this Contract. Buyer may extend the date for Settlement to the extent necessary for Seller to comply with this paragraph. If title, in accordance with this agreement, cannot be conveyed by Seller; Buyer shall have the option of taking such title as Seller can give without abatement of price or, in the alternative, of being repaid all money paid on account of the purchase price. In the latter event, Seller's and Auction Firm's liability hereunder to the Buyer shall absolutely cease.

6. APPORTIONMENTS. Real estate taxes, water charges, sewer charges, current property rent, condominium or POA fees, and other charges, if any, shall be apportioned to the date of final settlement on the basis of the imposing authority's fiscal year.

7. POSSESSION. Possession shall be solely the responsibility of the Buyer.

8. TRANSFER TAXES. The Buyer shall pay all state, county, city and local transfer taxes imposed upon this sale, including the Grantor's Tax.

9. WORK DONE OR ORDERED. Seller shall not be liable for any work done or ordered to be done after the date of this agreement by any municipal or other public authority, or for any notice issued after the date of this agreement by any municipal or other public authority, upon or about said premises. Buyer agrees to take title subject to any lien that may be recorded as a result of any of the foregoing and to any such notice issued after the date of this agreement.

10. PREPARATION OF DOCUMENTS. The deed shall be prepared by Seller at Seller's expense and acknowledged and recorded at the expense of Buyer. Buyer shall pay all title searches, title insurance charges, survey expenses, usual conveyance expenses, and recordation taxes, including Grantor's Tax.

11. **DEFAULT BY BUYER.** Should Buyer fail to close as provided in this Agreement, Buyer will be in default. Upon default by Buyer, Seller's and Motley's liability hereunder to Buyer shall absolutely cease, and Motley's shall be entitled to retain the Buyer's Deposit. If Buyer has not paid the Buyer's Deposit in full or if Motley's has incurred any expenses due to default by Buyer, and Buyer has made payment(s) to Seller, then, upon notice from Motley's to the Seller, any payment(s) by Buyer to Seller ("Payments to Seller") shall be remitted to Motley's by the Seller and shall be subject to use as reimbursement to Motley's for any expenses incurred by Motley's due to default of Buyer. The Buyer's Deposit and the Payment to Seller shall be apportioned to Motley's and Seller in the following manner: Motley's will retain the amount it would have received as the Buyer's Premium at settlement plus compensation for any expenses it incurred due to default by Buyer, and Seller will retain the remainder.

Additionally, Motley's may resort to any other action or remedy in law or equity that may be available.

12. **PLANS OR SURVEY.** If reference is made in this agreement to a plan or survey for the description of said premises, this agreement and the conveyance of said premises are subject to all conditions and facts shown on the plan or survey.

13. **ADVERTISEMENTS.** Buyer acknowledges that lot sizes, area of lots and plans of lots set forth in any circular and other advertising of this sale may not be accurate and that in signing this agreement Buyer relied on the description or plan set forth or referred to in this agreement and not upon any circular or other advertising of this sale.

14. **SELLER'S AGENT ONLY.** Buyer acknowledges that Motley's is the agent for Seller only, and it is understood and agreed that Motley's shall not be held liable to the Buyer, either directly or indirectly, for breach of any provision of this Agreement. In the event that Motley's is found liable to the Buyer, then the extent of Motley's liability shall be limited to the amount of any funds paid to Motley's under this Agreement.

15. **ADDITIONALLY, BOTH BUYER AND SELLER ACKNOWLEDGE RECEIPT OF, AND HAVE COMPLETED THEIR RESPECTIVE PORTIONS OF, THE RESIDENTIAL PROPERTY DISCLAIMER STATEMENT, REQUIRED DISCLOSURE OF BROKERAGE RELATIONSHIP, AND IF APPLICABLE (FOR HOUSES BUILT PRIOR TO 1978), DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS FORM, WHICH ARE INCORPORATED HEREIN BY REFERENCE HERETO. BUYER FURTHER ACKNOWLEDGES RECEIPT AND COMPLETION OF THE BID PACKAGE FOR THIS PROPERTY AND THE "IMPORTANT NOTICES FOR ALL PURCHASERS OF RESIDENTIAL REAL ESTATE" FORM, AND AGREES HE/SHE HAS SUBMITTED THAT FORM TO MOTLEY'S WITH HIS/HER SIGNATURE, AND, IF NOT, AGREES TO WAIVE RIGHTS TO ALL NOTICES AND DISCLOSURES THAT FORM, AND THE BID PACKAGE CONTAIN AND RELINQUISHES ALL CAUSES OF**

ACTION BASED ON FAILURE TO DISCLOSE ANY OF THE INFORMATION CONTAINED THEREIN.

16. ACKNOWLEDGMENTS. Buyer acknowledges that the Property is being offered for sale "AS IS" and will convey in "AS IS" condition, without warranty expressed or implied as to the condition of the premises.

17. TIME IS OF THE ESSENCE. All Times herein shall be of the essence of this agreement. In the event that Buyer does not close on time, Buyer shall be liable to the Auction Firm in the amount of \$80.00 for each day that closing does not occur as scheduled herein as an administrative late fee. The parties agree and acknowledge that such amount shall be for reimbursement of administrative expenses incurred by Motley's as a result of such delay, and is not a penalty. The sum of such expenses may be deducted from the Buyer's deposit and any deficit of deposit will be paid at closing.

18. RISK OF LOSS. Seller assumes until settlement, all risks of loss or damage to the property by fire, windstorm, casualty, or other cause.

19. AGREEMENT OF SALE. Agreement of Sale shall be construed, interpreted, and applied according to the laws of Virginia, and it shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. This is a legally binding contract and if not understood, competent advice should be sought before it is signed.

20. FAX/ELECTRONIC AGREEMENT. Buyer and Seller agree that a facsimile/electronic transmission of any original document shall have the same effect as an original. When a facsimile copy has been signed, any signature and/or initials required on an original shall be completed prior to closing.

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22. ENTIRE AGREEMENT. THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO PRIOR AGREEMENT OR REPRESENTATION OF ANY KIND, AND NO CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENT OR REPRESENTATION AND NO DEALING BETWEEN THE PARTIES OR CUSTOM SHALL BE PERMITTED TO CONTRADICT, VARY OR ADD TO THE TERMS AND CONDITIONS OF SALE. THE AGREEMENT HERewith, MAY NOT BE ASSIGNED BY BUYER WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER AND MOTLEY'S.

23. The Seller of this property has 5 business days in which to approve the offer. If offer is not approved, then the Auction Firm will refund to the Buyer its deposit within 10 business days of the auction.

24. 1031 TAX EXCHANGE. By signing below, the Purchaser agrees to sign any additional documents as may be necessary for Seller in order to facilitate a 1031 Tax Exchange

25. BUYER'S INSPECTION, DISCLOSURES, REPRESENTATIONS AND WARRANTIES: Buyer agrees, acknowledges and warrants without limitation to seller and Auctioneer/Broker, and their agents, affiliates, officers, employees and representatives: that it was Buyer's sole responsibility to inspect the Property prior to bidding to determine the location of structures, easements, improvements, inhabitability, use and suitability or to determine any other matters relevant to Buyer's decision to purchase; that the Buyer hereby accepts all liability, as between Buyer and the foregoing, and shall indemnify and hold harmless Seller, Auctioneer/Broker, their affiliates, agents, employees, officers, representatives and owners from and against any claims, liabilities, demands, or actions incident to, resulting from or in any way arising out of this transaction, or the possession, ownership, maintenance or use of the Property and that such indemnity shall survive Closing.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

APPROVED:

BUYER _____ DATE _____

BUYER _____ DATE _____

SELLER	DATE
--------	------

SELLER _____ DATE _____

MOTLEYS ASSET DISPOSITION GROUP:

By: _____ DATE _____

TERMS AND CONDITIONS FOR THIS AUCTION

2018 City of Richmond Tax Delinquent & Property Sale

(Applies to Consignment Properties - Lots 64 - 67)

Deposit Amount:

Live Bidding, when available: Registered live bidders must present on sale day an initial deposit of \$2,500.00. Deposit must be cash, certified or cashier's check made payable to Motleys Asset Disposition Group.

Online Bidding: PRIOR TO BIDDING, bidders must do one of the following:

- Provide a MasterCard, Visa or Discover credit card with open credit of \$2,500.00 for each offering, done by 4 PM on February 21, 2018.
- Agreeing to the terms is authorization to place a hold on a major credit card.
 - **A 3% handling charge is to be added for all major credit cards except American Express.**
 - **A 4% handling charge is to be added for all American Express cards.**
- Deliver cash, certified or cashier's check \$2,500.00 for each offering made payable to Motleys Asset Disposition Group; or
- Wire funds to Motleys Asset Disposition Group

If initial deposit is less than 10% of the high bid, then winning bidder's deposit MUST be increased to 10% of the high bid by cashier's check or wired funds within 3 business days.

Buyer's Premium: A Buyer's Premium of ten percent (10%) OR \$7,500, whichever is greater, will be added to the high bid for the real property and included in the total selling price paid by the buyer. For example, if the successful bid on a given property is \$100,000, the ten percent buyer's premium will equal \$10,000, and the purchase price for the property will be \$110,000.

Broker Co-op: Motleys will pay up to a three percent (3%) Broker Participation Fee (based on successful bid and not including applicable buyer's premium) to broker representing the winning bidder on the real property. Broker participation forms must be received 24 hours prior to sale. For a Broker Participation fee to be paid & be qualified, the high bid of the property must be \$20,000.00 or higher.

Live bidding, when available: In addition to the required registration, agent/broker must also attend with and register their prospects at the sale.

Online Bidding: To qualify for a Broker Participation Fee, the licensed broker/agent must first register the prospective bidder online and include the broker's and agent's license number, identification of the property, and any agency disclosure statements.

To qualify for a Broker Participation Fee, the licensed broker/agent must first register the prospective bidder by mail, email (rbryan@svn.com) or fax, (804) 232-3301 on Motley's Broker Participation Acknowledgment Form, with MOTLEYS ASSET DISPOSITION GROUP, 3600

Deepwater Terminal Rd Richmond, VA 23234. Registration letters must be countersigned by the prospect and include the broker's and agent's or Motleys license number, identification of the property, any agency disclosure statements, the letter and participation acknowledgment form. Please see Broker Participation Form for full details.

SPECIAL NOTE: Brokers must be present at the sale and assist their Buyers during the sale (if applicable), in which their Buyers are the successful bidders, and in the preparation of the agreement of sale to receive said commission. No commission will be paid to Brokers on any sale to an entity of which (or any affiliate of which) they are principals, employees or affiliates, or immediate family members. No Broker Acknowledgment Forms will be accepted at the sale site.

Closing: TIME IS OF THE ESSENCE WITH RESPECT TO ALL CLOSINGS!

The successful buyer must sign all documents and contracts in the time referenced below and will be required to make an appointment with the closing agent to pay the balance of the purchase price and receive the deed to the property. **All closings must occur on or before March 23, 2018, unless otherwise specified in the Purchase Agreement.** Buyer acknowledges and agrees that time is of the essence. Said premises are to be conveyed by Marketable Deed from all owners of record and free and clear of all liens. If you are the successful bidder, you will be required to sign a purchase and sale agreement or similar agreement or document and other necessary documents in the form established by Motleys, within 1 hour after the close of sale. The terms of the Purchase Contract are expressly not negotiable, and the Purchase Contract must be signed in the name of the high bidder and, except as may specifically be permitted by the terms of the Purchase Contract or expressly agreed upon in writing by the Seller or Motleys in their sole discretion, may not be assigned to any other person or party. The Purchase Contract and such other documents will set forth the specific terms and conditions of the sale, including the time by which the high bidder's sale of the property must be completed. Copies of some or all of these documents are available on Motleys website or may be obtained from Motleys, and it is your responsibility to obtain, read, and understand the provisions of any such documents before bidding at this sale.

Closing Costs: The deed shall be prepared and acknowledged by Seller at Seller's expense and recorded at the expense of Buyer. The buyer shall pay all title searches, title insurance charges, survey expenses, usual conveyance expenses, and recordation taxes, including the Grantor's and Grantee's Tax. Real estate taxes, rents, water and sewer charges, if any, will be prorated as of the date of closing. Successful bidders must pay all wire transfer fees. Sale of the property is not contingent upon the buyer obtaining financing.

Bidding: All Bidding is open to the public without regard to race, color, sex, religion, or national origin. As used in these conditions of sale, the term "the final bid" means the highest bid acknowledged by Auctioneer, and the term "purchase price" means the sum of the final bid and the applicable buyer's premium. The highest bidder acknowledged by the Auctioneer at the end of the bidding on a given lot shall be the buyer of that lot. The Auctioneer has the right to reject any bid or raise any bid which, in his opinion, is not commensurate with the value of the

property being offered. The Auctioneer may advance the bidding at his absolute discretion and, in the event of any dispute between bidders, may determine the successful bidder or re-offer and resell the property in dispute. Should there be any dispute after the sale; the record of final sale shall be conclusive. Please be advised there is a gravesite on the property and family of the deceased does have access to the gravesite.

Extended Bidding Time: Notwithstanding the scheduled closing time for this sale, in the event that a bid is made at any time during the final five (5) minutes of the scheduled bidding time, the bidding time will automatically be extended. Subsequent and additional extensions shall be applied to any and all bids placed during any such extension period until an extension period has expired without additional bids being placed, at which time the bidding time, as extended, shall be closed.

Bidder's Number: All Bidders are required to have a Bidder's Number to bid.

Live Bidding, when available: To obtain a Bidder's Number, a registration form must be filled out giving full name, address and phone number. This information must be verified by proper identification. Evidence of correct form of deposit must be made in order to obtain a Bidder's Number.

Online Bidding: To obtain a Bidder's Number, a registration form must be filled out giving full name, address and phone number (and deposit must be received as described above).

Bid Execution:

Live Bidding, when available: Bids which are submitted to Motleys in writing or otherwise left with Motleys prior to a sale (Order Bids) for execution at or below a specified price shall be entertained and executed by Motleys for the convenience of bidders. Motleys shall not be responsible for failing to execute such bids or for errors relating to the execution of such bids.

Online Bidding: Bids are also accepted online. Motleys is not responsible for failing to execute bids due to bidder's technological difficulties.

Technical Problems:

Online Bidding: Motleys has made reasonable efforts to provide for online bidding for this sale. You recognize and acknowledge, however, that technical problems with hardware, software, or internet connectivity, as well as human errors, may arise and may affect, without limitation, the sale website, our online bidding program and process, your or our internet service and access, and your connection to this sale bidding program and process. You further acknowledge that these and other technical problems may develop at any time and with or without notice. You acknowledge and agree that neither we nor the Seller is in anyway responsible for any such technical problems, and that you have no absolute or other right to be able to bid on this sale in the event of any such technical problems. Notwithstanding the foregoing, you further acknowledge and agree that, in the event of any such technical problems, we reserve the right

to postpone or cancel the sale and/or extend the bidding time for this sale and/or relist the property for sale at another time, in our sole discretion, and that our decision with regard to any such actions is and will be final. Bidders must take care in entering bids, and each Bidder will be responsible for all bids placed under the Bidder's approved registration. Once entered and recorded online, a bid is deemed to be final on behalf of the registered Bidder and may not be modified, retracted or rescinded in whole or in part.

Offer Acceptance: All offers/high bids are subject to Seller Approval. Motleys will inform the high bidder once the offer/high bid has been considered.

Conditions of Default: If successful bidder defaults in making settlement, the deposit paid by that defaulting successful bidder shall be forfeited and applied to the costs and expenses of the sale and then to the balance due under the applicable note, and the property purchased by such defaulting successful bidder may either be resold at the risk and expense of such party, or Trustee may accept the next highest available bid at the sale. Such defaulting successful bidder shall be liable personally for any deficiency resulting from the resale of the property it purchased at a lower price as well as for all costs, expenses, and attorneys' fees in connection with such resale. The forfeiture of such deposit shall not limit any rights or remedies of Trustee with respect to any such default.

Controlling Law: The respective rights and obligations of the parties with respect to the Conditions of Sale and the conduct of the sale shall be governed and interpreted by the laws of the Commonwealth of Virginia. By bidding at the sale, whether present in person or by agent, written bid, telephone, online or other means, the bidder shall be deemed to have consented to the jurisdiction of the state and federal courts of the Commonwealth of Virginia.

Inspection: All property is being sold "where is," "as is," "with all faults," with no representations or warranties of any sort except the special warranty to be included in the deed to the real property. Descriptions are provided as a service to customers only and do not constitute a warranty, either expressed or implied. Motleys disclaim all responsibility for physical condition. All buyers are responsible for prior inspection of properties on which they bid, and by bidding are deemed to have so inspected the property to their satisfaction. Placing a bid on the offered property, whether in person, or by agent, by written bid, telephone bid or other means, constitutes an agreement by bidder to these conditions of sale. Motleys and their agents and subagents assume no liability for errors or omissions in this or any other property listing or advertising or promotional/publicity statements and materials. Although information has been obtained from sources deemed reliable, Motleys makes no guarantee as to the accuracy of the information herein contained or in any other property listing or advertising or promotional/publicity statements and materials.

Release: The successful bidder must agree to release any and all claims or causes of action it may have against beneficiary and Motleys (or the employees or agents of either of them) relating in any way to (a) the sale, (b) the property offered for sale, (c) any condition or aspect of such property that may not be in compliance with any federal, state, or local law, regulation, or ruling including, without limitation, any laws, regulations, and rulings relating to

environmental contamination or hazardous waste, and/or (d) any documents, reports, complications, financial statements, projections, surveys, or any other documents delivered to such successful bidder by Motleys, and/or the beneficiary, or the agents or employees of either of them (collectively, the "Accommodation Documents"). The successful bidder must acknowledge and agree that the beneficiary, Motleys, and the agents or employees of any of them have not made and do not make and have disclaimed any and all representations or warranties regarding the truth, accuracy, or completeness of any of the documents provided the successful bidder relating to the property purchased or the sources thereof and that such documents were provided solely as an accommodation to such successful bidder.

Governmental Authorizations: The successful bidder for the real property will be responsible for obtaining, at its expense, the approval for any license, privilege, permit, or right necessary to improve, renovate, and/or develop the real property, or to construct, improve, and/or alter any improvements on the real property, and such successful bidder will be responsible for the fulfillment of any conditions imposed or required for such approvals. The sale will be final whether or not any such approvals are obtained of any necessary or desirable licenses, permits, privileges, or rights.

Megan's Law Disclosure: Interested parties should exercise whatever due diligence they deem necessary with respect to information on registered sexual offenders who might live near a property being offered for sale. Such information may be obtained by contacting your local police department or the Department of State Police.

PURCHASE AGREEMENT OF SALE

THIS AGREEMENT made this **21st day of February 2018** between _____ the "Buyer" whose email address and phone number are _____ and _____ the "Seller", and MOTLEY'S AUCTIONS, INC. trading as MOTLEYS ASSET DISPOSITION GROUP (Motley's) (V.A.A.L. No. 16; Real Estate License No. 0226 005928), "Auction Firm."

In consideration of the deposit in the sum of \$ _____ in cash or certified funds, receipt of which is acknowledged, the Buyer agrees to buy and the Seller agrees to sell for the sum of _____ (\$ _____) calculated as the high bid of _____ plus \$ _____ buyer's premium (10% OR \$7,500.00, whichever is greater), all that certain piece, parcel or lot of land together with all improvements thereon (the Property") described as follows:

Address:

Parcel ID:

DEED AND TITLE. Said premises are to be conveyed by Marketable Deed from all owners of record. The title to said premises shall be subject to all existing restrictions, easements, recorded agreements and covenants, rights of public service companies, easements of roads, zoning regulations, ordinances, statutes and regulations of any constituted public authority now in force or which may be passed prior to final settlement, under the following terms and conditions:

1. DEPOSIT. A \$ _____ deposit is to be paid by a cashier's check or personal/company check with the bank letter of guarantee on auction date, any balance of 10% of the high bid is to be paid within three (3) business days of the date of this agreement, the sum of which shall be applied to the purchase price upon compliance by Buyer(s) with the Agreement. The Buyer's Deposit shall be held by Motleys Asset Disposition Group (Motley's) in an interest-bearing escrow account with all interest accruing to the benefit of escrow agent.

2. BALANCE OF PURCHASE PRICE AT SETTLEMENT. The balance of the purchase price shall be paid by a cashier's check or cash at the time of final settlement and delivery of deed. Final settlement shall take place by **Friday, March 23, 2018**.

3. FINANCING. This property is not being sold subject to financing.

4. COMMISSIONS. Buyer acknowledges and understands that the Buyer's Premium on the sale is a commission to Auction Firm and is deemed earned by the Auction Firm when this Agreement is accepted. The Buyer's Premium shall be paid to Auction Firm at Settlement.

5. TITLE. Except as may be otherwise provided in this agreement, the title to said premises shall be good and marketable or such as will be insured at regular rates by a responsible Title Insurance Company. The cost for title search will be paid for by the Buyer. If a defect is found which can be remedied by legal action or otherwise within a reasonable time, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within sixty (60) days after scheduled date of closing, then this Contract may be terminated by either Seller or Buyer at the expiration of such sixty (60) day period, at which time the Deposit shall be returned to Buyer. Upon the return of the Deposit, this Contract shall be terminated and shall be deemed to be null and void; neither Seller nor Buyer shall have any claim against the other or against Auction Firm by reason of this Contract. Buyer may extend the date for Settlement to the extent necessary for Seller to comply with this paragraph. If title, in accordance with this agreement, cannot be conveyed by Seller; Buyer shall have the option of taking such title as Seller can give without abatement of price or, in the alternative, of being repaid all money paid on account of the purchase price. In the latter event, Seller's and Auction Firm's liability hereunder to the Buyer shall absolutely cease.

6. APPORTIONMENTS. Real estate taxes, water charges, sewer charges, current property rent, condominium or POA fees, and other charges, if any, shall be apportioned to the date of final settlement on the basis of the imposing authority's fiscal year.

7. POSSESSION. Possession shall be solely the responsibility of the Buyer.

8. TRANSFER TAXES. The Buyer shall pay all state, county, city and local transfer taxes imposed upon this sale, including the Grantor's Tax.

9. WORK DONE OR ORDERED. Seller shall not be liable for any work done or ordered to be done after the date of this agreement by any municipal or other public authority, or for any notice issued after the date of this agreement by any municipal or other public authority, upon or about said premises. Buyer agrees to take title subject to any lien that may be recorded as a result of any of the foregoing and to any such notice issued after the date of this agreement.

10. PREPARATION OF DOCUMENTS. The deed shall be prepared by Seller at Seller's expense and acknowledged and recorded at the expense of Buyer. Buyer shall pay all title searches, title insurance charges, survey expenses, usual conveyance expenses, and recordation taxes, including Grantor's Tax.

11. **DEFAULT BY BUYER.** Should Buyer fail to close as provided in this Agreement, Buyer will be in default. Upon default by Buyer, Seller's and Motley's liability hereunder to Buyer shall absolutely cease, and Motley's shall be entitled to retain the Buyer's Deposit. If Buyer has not paid the Buyer's Deposit in full or if Motley's has incurred any expenses due to default by Buyer, and Buyer has made payment(s) to Seller, then, upon notice from Motley's to the Seller, any payment(s) by Buyer to Seller ("Payments to Seller") shall be remitted to Motley's by the Seller and shall be subject to use as reimbursement to Motley's for any expenses incurred by Motley's due to default of Buyer. The Buyer's Deposit and the Payment to Seller shall be apportioned to Motley's and Seller in the following manner: Motley's will retain the amount it would have received as the Buyer's Premium at settlement plus compensation for any expenses it incurred due to default by Buyer, and Seller will retain the remainder.

Additionally, Motley's may resort to any other action or remedy in law or equity that may be available.

12. **PLANS OR SURVEY.** If reference is made in this agreement to a plan or survey for the description of said premises, this agreement and the conveyance of said premises are subject to all conditions and facts shown on the plan or survey.

13. **ADVERTISEMENTS.** Buyer acknowledges that lot sizes, area of lots and plans of lots set forth in any circular and other advertising of this sale may not be accurate and that in signing this agreement Buyer relied on the description or plan set forth or referred to in this agreement and not upon any circular or other advertising of this sale.

14. **SELLER'S AGENT ONLY.** Buyer acknowledges that Motley's is the agent for Seller only, and it is understood and agreed that Motley's shall not be held liable to the Buyer, either directly or indirectly, for breach of any provision of this Agreement. In the event that Motley's is found liable to the Buyer, then the extent of Motley's liability shall be limited to the amount of any funds paid to Motley's under this Agreement.

15. **ADDITIONALLY, BOTH BUYER AND SELLER ACKNOWLEDGE RECEIPT OF, AND HAVE COMPLETED THEIR RESPECTIVE PORTIONS OF, THE RESIDENTIAL PROPERTY DISCLAIMER STATEMENT, REQUIRED DISCLOSURE OF BROKERAGE RELATIONSHIP, AND IF APPLICABLE (FOR HOUSES BUILT PRIOR TO 1978), DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS FORM, WHICH ARE INCORPORATED HEREIN BY REFERENCE HERETO. BUYER FURTHER ACKNOWLEDGES RECEIPT AND COMPLETION OF THE BID PACKAGE FOR THIS PROPERTY AND THE "IMPORTANT NOTICES FOR ALL PURCHASERS OF RESIDENTIAL REAL ESTATE" FORM, AND AGREES HE/SHE HAS SUBMITTED THAT FORM TO MOTLEY'S WITH HIS/HER SIGNATURE, AND, IF NOT, AGREES TO WAIVE RIGHTS TO ALL NOTICES AND DISCLOSURES THAT FORM, AND THE BID PACKAGE CONTAIN AND RELINQUISHES ALL CAUSES OF**

ACTION BASED ON FAILURE TO DISCLOSE ANY OF THE INFORMATION CONTAINED THEREIN.

16. ACKNOWLEDGMENTS. Buyer acknowledges that the Property is being offered for sale "AS IS" and will convey in "AS IS" condition, without warranty expressed or implied as to the condition of the premises.

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23. The Seller of this property has 5 business days in which to approve the offer. If offer is not approved, then the Auction Firm will refund to the Buyer its deposit within 10 business days of the auction.

24. 1031 TAX EXCHANGE. By signing below, the Purchaser agrees to sign any additional documents as may be necessary for Seller in order to facilitate a 1031 Tax Exchange

25. **BUYER'S INSPECTION, DISCLOSURES, REPRESENTATIONS AND WARRANTIES:** Buyer agrees, acknowledges and warrants without limitation to seller and Auctioneer/Broker, and their agents, affiliates, officers, employees and representatives: that it was Buyer's sole responsibility to inspect the Property prior to bidding to determine the location of structures, easements, improvements, inhabitability, use and suitability or to determine any other matters relevant to Buyer's decision to purchase; that the Buyer hereby accepts all liability, as between Buyer and the foregoing, and shall indemnify and hold harmless Seller, Auctioneer/Broker, their affiliates, agents, employees, officers, representatives and owners from and against any claims, liabilities, demands, or actions incident to, resulting from or in any way arising out of this transaction, or the possession, ownership, maintenance or use of the Property and that such indemnity shall survive Closing.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

APPROVED:

BUYER _____ DATE _____

BUYER _____ DATE _____

SELLER	DATE
--------	------

SELLER _____ DATE _____

MOTLEYS ASSET DISPOSITION GROUP:

By: _____ DATE _____

Advisor Bio & Contact 1

TIM DUDLEY, CAI, AARE

Senior Advisor

3600 Deepwater Terminal Rd.
Suite 200
Richmond, VA 23234
T 804.822.3131
C 757.288.1854
tdudley@svn.com
VA #0225104717

PROFESSIONAL BACKGROUND

Tim Dudley, a licensed Broker and Vice President of SVN/Motleys, is experienced in the sale and valuation of commercial real estate. Some of the properties that Mr. Dudley has sold include office buildings, manufacturing facilities, shopping centers, single and multi-family properties, resort properties, timberland and agricultural tracts, and more. He has worked with many regional and national banks and corporate clients and has conducted transactions in more than 20 states. Mr. Dudley has also provided expert witness testimony in several jurisdictions of the U.S. Bankruptcy Court.

Mr. Dudley is a former director and past president of the Virginia Auctioneers Association [VAA] and is also a Virginia State Champion Auctioneer and in the VAA Hall of Fame [2014]. He is a graduate of the Certified Auctioneers Institute [CAI] and holds the Accredited Auctioneer of Real Estate [AARE] designation. Prior to joining SVN/Motleys, he was a principal in the Tim Dudley auction firms of Fox & Associates and the Dudley Auction Group.

Mr. Dudley has received a SVN Partners Circle Award in 2013, 2014, 2015, and 2016. This award is given to the top 30 producing Advisors in the SVN National Network. Mr. Dudley is also a founding member of SVN Auction Services. Mr. Dudley has been awarded a 2015 CoStar Power Broker award for being a top broker in the Richmond market.

MEMBERSHIPS & AFFILIATIONS

Certified Auctioneers Institute
Accredited Auctioneer of Real Estate
Virginia Auctioneers Association
National Auctioneers Association
Richmond Association of Realtors
Turnaround Management Association

Disclaimer

The material contained in this Offering Brochure is furnished solely for the purpose of considering the purchase of the property within and is not to be used for any other purpose. This information should not, under any circumstances, be photocopied or disclosed to any third party without the written consent of the SVN® Advisor or Property Owner, or used for any purpose whatsoever other than to evaluate the possible purchase of the Property.

The only party authorized to represent the Owner in connection with the sale of the Property is the SVN Advisor listed in this proposal, and no other person is authorized by the Owner to provide any information or to make any representations other than contained in this Offering Brochure. If the person receiving these materials does not choose to pursue a purchase of the Property, this Offering Brochure must be returned to the SVN Advisor.

Neither the SVN Advisor nor the Owner make any representation or warranty, express or implied, as to the accuracy or completeness of the information contained herein, and nothing contained herein is or shall be relied upon as a promise or representation as to the future representation of the Property. This Offering Brochure may include certain statements and estimates with respect to the Property. These Assumptions may or may not be proven to be correct, and there can be no assurance that such estimates will be achieved. Further, the SVN Advisor and the Owner disclaim any and all liability for representations or warranties, expressed or implied, contained in or omitted from this Offering Brochure, or any other written or oral communication transmitted or made available to the recipient. The recipient shall be entitled to rely solely on those representations and warranties that may be made to it in any final, fully executed and delivered Real Estate Purchase Agreement between it and Owner.

The information contained herein is subject to change without notice and the recipient of these materials shall not look to Owner or the SVN Advisor nor any of their officers, employees, representatives, independent contractors or affiliates, for the accuracy or completeness thereof. Recipients of this Offering Brochure are advised and encouraged to conduct their own comprehensive review and analysis of the Property.

This Offering Brochure is a solicitation of interest only and is not an offer to sell the Property. The Owner expressly reserves the right, at its sole discretion, to reject any or all expressions of interest to purchase the Property and expressly reserves the right, at its sole discretion, to terminate negotiations with any entity, for any reason, at any time with or without notice. The Owner shall have no legal commitment or obligation to any entity reviewing the Offering Brochure or making an offer to purchase the Property unless and until the Owner executes and delivers a signed Real Estate Purchase Agreement on terms acceptable to Owner, in Owner's sole discretion. By submitting an offer, a prospective purchaser will be deemed to have acknowledged the foregoing and agreed to release the Owner and the SVN Advisor from any liability with respect thereto.

To the extent Owner or any agent of Owner corresponds with any prospective purchaser, any prospective purchaser should not rely on any such correspondence or statements as binding Owner. Only a fully executed Real Estate Purchase Agreement shall bind the property and each prospective purchaser proceeds at its own risk.



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